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THE CHARGE preferred against a defendant some days ago in one of the metropolitan police courts—that of falsely representing himself to be a metropolitan policeman, and thereby obtaining admission into a dwelling-house—is of an unusual character, but the offence charged is well known in the laws of all civilized countries. In an early stage of the disreputable career of GIL BLAS, he relates how he and a party of accomplices passed themselves off as officers of justice and extorted money from a respectable Jewish citizen. In EAST'S Pleas of the Crown it is stated that the offence of falsely personating another—committed for the purpose of cheating another by imposing on him a false name or character, for the purpose either of gaining a new credit or preventing detection, is in its nature nearly allied to forgery, with which it is usually accompanied, to give it efficacy. The commonest instances of false personation with which our magistrates have been called upon to deal have been the personation of proprietors of stocks or shares, of pensioners, and of persons entitled to vote at elections. But the personation of a police officer is something more than the ordinary endeavours to commit a fraud by personating another, for it is calculated to bring the administration of justice into contempt by attempting to use it for the furtherance of corrupt practices.

THE CASE of *McIntyre* v. *Belcher* (14 C. B. N. S. 654), where it was held that, upon the sale of a business to be paid for by instalments dependent in amount upon the profits, there was an implied undertaking by the buyer to carry on the business, and that discontinuing it, so as to render it impossible to ascertain the price, was a breach of the contract, was followed by others, particularly *Hamly* v. *Wood* (1891, 2 Q. B. 488), in which the object of the action was that a term should be implied in a particular contract that one of the parties would not by any voluntary act of his own disable himself from performing it. The English courts are unwilling to lay down a general rule as to any such implied obligation, and consider that the interpretation of each contract must depend upon the

particular facts of the case. A curious illustration of a similar liability has just been given in the French courts. In the Fifth Chamber of the Tribunal of the Seine an action was brought against a married lady to recover damages for breach of contract. The contract, which had been made by the wife before her marriage, was to take part in a representation at a theatre. The husband, after the marriage, refused to give his wife the necessary authority to complete the contract. The defence to the action was founded upon the proposition that the refusal of the husband was an inevitable accident or *vis major* which discharged the wife from her liability. The court declined to adopt this view, and declared that the husband and wife should pay 1,500 francs by way of compensation for the breach of contract.

THE DECISION of PHILLIMORE, J., in *Lusher* v. *Hassard* (*ante*, p. 34) is a very obvious illustration of the settled rule with regard to acknowledgments of simple contract debts. The acknowledgment, as such, does not revive the debt, but if it can be construed as a promise to pay, it will then operate as a fresh contract to pay the amount, and, somewhat illogically perhaps, the old debt is regarded as a sufficient consideration to support this new contract: see *Tanner* v. *Smart* (6 B. & C. 603). But the nature of the new agreement will vary according to the terms of the acknowledgment, and it may be a qualified agreement, as where a debtor promises to pay when he is in funds, or after a certain period. To support an action on the new agreement it is necessary to shew that its terms have been fulfilled—that the debtor is in funds, or that the specified period has elapsed. "If," said WIGRAM, V.C., in *Philips* v. *Philips* (3 Hare, p. 299), "the debtor promises to pay the old debt when he is able, or by instalments, or in two years, or out of a particular fund, the creditor can claim nothing more than the promise gives him." And similarly in *Meyerhoff* v. *Froehlich* (4 C. P. D., p. 65), BRAMWELL, L.J., said: "A mere acknowledgment will be insufficient if the debtor states either that he will not pay, or that he will pay only on a condition which remains unfulfilled, or at a time which has not elapsed." In the present case a letter written by the defendant, which was relied upon as an acknowledgment, contained the sentences: "As soon as I have the money I shall forward you a cheque for the late account," and "It is my intention to pay when I am in a position to do so." There was thus a promise to pay, but it was made conditional upon the possession of means, and since it appeared that this event had not occurred, the plaintiff had no cause of action in respect of so much of the debt as was statute-barred.

A CURIOUS example of the different modes in which a period of time may be measured is afforded by the two recent decisions of the Court of Appeal in *Goldsmiths' Company* v. *West Metropolitan Railway Co.* (*ante*, p. 13) and *Cornfoot* v. *Royal Exchange Assurance Corporation* (*ante*, p. 32). In the former case the powers of the defendant company for the compulsory purchase of lands were to cease "after the expiration of three years from the passing" of the special Act. The Act received the Royal Assent on the 9th of August, 1899, and the question was whether a notice to treat given on the 9th of August, 1902, was in time. The Court of Appeal applied the usual rule that the day from which a stated period is to run is to be excluded in reckoning the period; consequently the three years did not expire till midnight of the 9th of August, 1902. But such a mode of computation was held to be inadmissible in *Cornfoot* v. *Royal Exchange Assurance Corporation*. There an insurance on a ship was to cover her during a specified voyage to Algoa Bay and then for thirty days after she had moored at anchor. She arrived at Algoa Bay on the 2nd of August, 1902, and was moored at anchor by 11.30 a.m. She was totally lost at 4.30 p.m. on the 1st of September. Thus, if the thirty days was reckoned exclusive of the day of arrival, she was covered by the policy at the time of the loss; if it was reckoned from the hour of mooring, she was not. A consideration which made for the latter construction was that to exclude the day of arrival would be to leave the ship uncovered from 11.30 a.m. of that day until midnight, when the insurance would revive. This would be a very remarkable arrangement and could hardly have been contemplated, while it was quite natural for the insurance to continue for thirty successive periods of twenty-four hours from the hour of mooring. This construction, therefore, was adopted, with the result that the underwriters were not liable on the policy.

A STATEMENT made by the liquidator of the Bank of China and Japan (Limited), at the recent meeting, may serve to illustrate the risk which is incurred by the introduction without limit of foreign shareholders into an English company. A resolution having been passed for the reconstruction of the company, which carried on business in China, and that a call should accordingly be made upon the shareholders, it was discovered that a large number of shareholders on the register were of Chinese nationality. We do not know whether English shareholders had, in order to escape liability for the call, transferred their shares to natives of China, though we should think this was likely enough. And we do not know whether the articles of association contained a clause by which a transfer of shares could not be made without the approval of the board of directors. At all events, the directors appear to have accepted transfers to natives of China. The Chinese shareholders refused to pay the call. Proceedings were taken against them in the Chinese courts, with the result that, after much delay and expense, nothing could be recovered. An appeal to the Chinese Government, through the medium of the Foreign Office in this country, was equally fruitless. The English shareholders had, therefore, to bear the burthen of realizing the assets of the company. The liquidator stated that the Chinese shareholders knew the nature of their obligations when they became shareholders, and many of them signed an agreement, printed in both English and Chinese characters, to the effect that they would pay all calls and that all questions between them and the bank would be decided in accordance with the law of England. It is obvious that some further precautions should have been taken by the company. It would scarcely have been possible to exclude from the register all natives of China domiciled in China, but it is worthy of consideration whether they might not be required to give adequate security for the payment of their calls.

FROM ONE very practical point of view, a crime is serious or otherwise in proportion to its injurious effect on the public at large. From this point of view it would be hard to pick out a crime more serious in its nature than that of which a prisoner was this week convicted at the Old Bailey in the case of *Rex* v. *Calverley*. The charge was that of demanding money with menaces; and the facts proved shewed that the prisoner was a sanitary inspector, whose duty it was, under section 47 of the Public Health (London) Act, 1891, to inspect articles of food intended for sale for the food of man, in order to ascertain whether or not such articles were wholesome. He alleged that certain food found at a restaurant was unsound and unfit for food, and tried to frighten the proprietor by exaggerating the penalty he would have to pay. He threatened to prosecute, but intimated that for a payment of £20 he would allow the matter to drop. For this offence he was sentenced to the well-merited punishment of twelve months' imprisonment with hard labour. Whether or not the meat was in fact unsound, was of course immaterial to the charge. If it was unsound, then the prisoner was not only a blackmailer, but also was deliberately accepting a bribe not to do the duty he was employed to do, and so putting in danger the public health he was paid to protect. If the meat was really sound, then he was a blackmailer of a most dangerous type, using his official position to extort money from an innocent man. We do not believe that there is a very great deal of corruption amongst public officials, but it is only reasonable to suppose that, for one case which is found out there must be many which escape detection. This sort of corruption is the great danger to every form of local government, and it is amongst the lower officials of local bodies that it is almost invariably found. We do not think that, as a rule, authorities exercise sufficient supervision over their inspectors and other lower officials. The rumours of corrupt

practices are too often heard for the public to have that sense of security and faith in the purity of administration which they ought to have. It is to be hoped that local authorities will note well the case of *Rex* v. *Calverley*, and will learn a lesson from it.

THE CASE of *Re Lord Strafford's Settled Estates* (*Times*, 25th inst.), decided this week by BYRNE, J., is an interesting example of the difficulties produced by the existence of compound settlements. Real estate, including a mansion-house, was limited in strict settlement under a settlement of 1874, the present Lord STRAFFORD being tenant for life in possession. The late Lord STRAFFORD, by his will of the 22nd of August, 1884, bequeathed his family pictures and other chattels at the settled mansion-house as heirlooms to go with the family estates in accordance, so far as possible, with the limitations of the settlement. In 1902 the present Lord STRAFFORD, with the sanction of the court, sold a picture included in the heirlooms for £23,000, and the order confirming the sale directed the purchase-money to be paid to the trustees of the will. This, accordingly, was done. The order was entitled in the matters both of the settlement and the will, but at that time the point that the two formed a compound settlement, of which trustees must be specially appointed, does not seem to have been raised. Subsequently, Lord STRAFFORD, who desired that the proceeds of sale might be used in paying off incumbrances on the settled land, applied that the trustees of the settlement of 1874 might be appointed trustees of the compound settlement created by the settlement and the will, and that the trustees of the will might be directed to pay the £23,000 to them. The case, it will be seen, is not touched by the recent decisions on compound settlements—such as *Re Mundy and Roper's Contract* (47 W. R. 226; 1899, 1 Ch. 275) and *Re Cornwallis West and Munro's Contract* (51 W. R. 602; 1903, 2 Ch. 150)—which have caused so much interest. The will did not create any successive interests in "land," as defined by section 2 (10) (i) of the Settled Land Act, 1882, and hence it was not a "settlement" within the definition of section 2 (1). Hence there was no question, as in those cases, of the power of the tenant for life to make a title under the later instrument considered as an independent settlement. The only settlement affecting the heirlooms which fell within the Settled Land Acts was the compound settlement constituted by the settlement and the will, and of this compound settlement no trustees had been appointed. There had consequently been no notice of the sale to the "trustees of the settlement" as required by section 45 (1) of the Settled Land Act, 1882; and although, as regards the purchaser, this defect was probably cured, under section 70 (1) of the Conveyancing Act, 1881, by the order affirming the sale, yet the purchase-money had not been paid into the hands of persons entitled to hold it. Mr. Justice FARWELL got over the difficulty created by the previous order, which had been made by BUCKLEY, J., by treating it as a direction merely for payment to the trustees of the will in that capacity temporarily, and he put matters straight by appointing them also trustees of the compound settlement. The question of applying the money in payment of incumbrances—the only substantial point at stake—was left over for further argument. As long as the Legislature abstains from interfering, there is every probability that the "compound settlement" will continue to be a frequent cause of expense.

IT IS still a great principle of English justice that in a criminal prosecution the whole burden of proof is on the prosecution, and that the guilt of the accused must be proved beyond reasonable doubt before a conviction can be properly obtained. To obtain a conviction there is no power to compel the accused to give any information or evidence whatsoever. The Criminal Evidence Act, 1898, has in theory made no real difference to this principle, but it has undoubtedly introduced this feature—that in many cases a jury will (quite justifiably) take into consideration the fact that a prisoner, having every opportunity of denying the charge upon oath before them, refuses to take advantage of that opportunity. In civil proceedings it is the policy of the law that each party should know exactly what case he has to meet before the trial comes on; and we have, therefore, an elaborate system of pleadings, discovery, interrogatories, and so forth. But, as the law at present stands in this country, things are very different in criminal proceedings; the prosecution must be prepared to meet any sort of defence, whilst the prisoner has the right to maintain absolute silence as to the nature of his defence up to the moment when he lays it before the jury. This being the state of the law, some recent words of CHANNELL, J., will come as a great surprise to many. In charging the grand jury at the Northampton Assizes last week, he commented upon what he considered the advisability of a prisoner giving his account of the circumstances at the earliest possible stage—*i.e.*, when charged before the magistrates. He added that the sooner advocates were given to understand that the old formula, "I reserve the defence," was no defence at all the better; and that a defence, if real, should be brought forward at the earliest possible moment. With all respect to one of the ablest of our judges, this *dictum* seems quite contrary to the great principle of law we have referred to, and very unfair to accused persons. If a prisoner gives evidence before the magistrate he may be cross-examined, and for a prisoner to be submitted to a close cross-examination before his trial is quite contrary to the whole spirit of our criminal procedure. Besides this, the accused person, when before the magistrates, has no means whatever of knowing what evidence is going to be given against him before it is actually given. In many cases he wants time to consider the effect and bearing of this evidence; and to compel him to disclose the nature of his defence and shew his hand before he has had an opportunity of so considering it, would in many cases be grossly unfair and a very heavy handicap upon the prisoner. It should further be remembered that, by section 18 of the Indictable Offences Act, 1848, after the evidence for the prosecution is complete, the magistrates are bound to say to the prisoner: "Having heard the evidence, do you wish to say anything in answer to the charge? *You are not bound to say anything unless you desire to do so.*" Therefore, by statute the prisoner has an absolute discretion whether he will reserve his defence or not. As long as the statute obliges magistrates to use these words to the accused, we do not think judges should comment adversely upon the prisoner's exercise of that discretion.

A CASE of some novelty has just been heard in the Irish Courts. In *O'Gorman* v. *O'Gorman* (Ir. R. K. B. D., vol. 2, 573) the action was to recover damages for injury sustained by the plaintiff owing to the defendants' negligence. The defendants were farmers occupying land adjoining that of the plaintiff's father. The defendants had, some years since, placed two straw beehives on their land, and the number was increased year by year, until there were at the date of the injury to the plaintiff from fourteen to twenty beehives at the boundary fence of the defendants and in close proximity to the dwelling-house of the plaintiff's father. Complaints had been made to the defendants of annoyance caused by the swarming of the bees, and they had been told that men engaged in haymaking on the adjoining land had been obliged to cease working owing to attacks from these insects. Upon the day of the occurrence in question the plaintiff brought a horse into his farmyard near the boundary fence for the purpose of harnessing it. He was putting on the collar and harness when a swarm of bees came across the fence which separated the premises and lighted upon the horse, which immediately took fright, and as it started and turned, the plaintiff's foot caught in the reins, and he was jammed against the wall of the house and his spine was seriously injured. The bees were at the time being driven from the neighbourhood of the hives by a "smoker," which was being applied to some of the hives by the defendant with the object of removing the honey. The defendant at the time wore a large hat with a crepe veil over his face, had his hands covered, and a cloak thrown over his body to protect him from the bees; and he admitted that he knew that the plaintiff was in the habit of coming into the farmyard for the purpose of harnessing his horse. The jury found that the plaintiff's injuries were caused by the bees having stung his horse; that they were kept on the defendants' land negligently, in unreasonable numbers, at an unreasonable place, and with appreciable danger to the inhabitants of the adjoining farm, and that the honey was not taken from the hives on the occasion in question with reason-

able care, skill, and prudence. They assessed the damages at £200. The argument in the Divisional Court was that there was not sufficient evidence of negligence to support the action; that while the keeping of bees was an industry as old as the world itself, there was no previous instance of an action of this description; that owners of bees were not answerable for trespasses committed by them owing to the impossibility of keeping them under restraint, and that there was no analogy to the liability for mischief done by ordinary domestic animals. We have certainly been unable to find any instance of an action founded upon mischief by the defendants' bees, but if they fly abroad and cause damage to the king's subjects, it is difficult to see why an action should not be maintained by anyone who sustains a private injury from them. The fact that any such injury is not usually of a serious character may be the reason why the parties injured have not resorted to the law courts. The King's Bench Division (KENNY, BARTON, and WRIGHT, JJ.) held that, upon the findings of the jury, there was sufficient proof of negligence to uphold the verdict, and that it must be taken that the defendant had set up what was an actionable nuisance to the injury of his neighbours.

THE HOME OFFICE has issued to the county councils in England and Wales an important memorandum, accompanied by model bye-laws and an order as to the mode of publishing them, upon the effect of the Employment of Children Act, 1903, which will come into operation throughout the United Kingdom on the 1st of January next, and mentions bye-laws in eight of its eighteen sections. The councils will be under no express obligation under the Act to make any bye-laws at all, and it is carefully pointed out in the memorandum that the model bye-laws are intended only for the assistance of the local authorities, and are not recommended for adoption in every case. Great stress is laid on the importance of infringements of the bye-laws being made capable of easy detection and punishment, and, as to limitation of hours of employment, it is officially laid down that "fixed daily hours are easier to enforce than a daily maximum of hours, and both are easier to enforce than a weekly maximum." "Street trading" is defined in section 13 of the Act as including the "hawking of newspapers, matches, flowers, and other articles, playing, singing, or performing for profit, shoeblacking, and any other like occupation carried on in streets or public places." Section 3 (2) wholly prohibits it in the case of children under eleven, and bye-laws may, by section 2, "prohibit such street trading in the case of children under sixteen except subject to conditions as to age, sex, or otherwise, as may be specified in the bye-law," or subject to the holding of a licence. These matters are very carefully dealt with. The Act provides that the grant of a licence or the right to trade is not to be subject to conditions as to the poverty or general bad character of the applicant for a licence or the claimant to trade. The official comment is that this statutory restriction will not, "the Secretary of State thinks," prevent the council from "providing in its bye-laws for suspension or revocation of a licence on the ground of bad conduct." The Act also directs that special regard is to be had to the desirability of preventing the employment of girls under sixteen in streets, thus empowering the total prohibition of employment in places specially dangerous to morals. On this it is wisely observed that the councils should bear in mind that, unless other employments will be open to the girls, "the effect of prohibition may be, by depriving them of their means of livelihood, to drive them to earn money by the very courses from which it is desired to protect them." The bye-laws, when made, will require confirmation by the Secretary of State before they can come into force, and before confirmation the Secretary of State (see section 4 (2) (3) of the Act) must consider objections by "persons affected or likely to be affected," and may order that a local inquiry be held with respect to the objections.

THERE ARE twenty-four model bye-laws, ten relating to hours and periods of employment; it being provided by one of them that no child employed in a place of public entertainment in pursuance of a licence shall be employed on the same or following day in any other employment, and by another that no child (not exempt from school attendance) shall be employed in any agricultural work during school time, except between certain hours. Twelve of the bye-laws relate to street trading, one of them providing that no girl under sixteen shall be employed therein in or at the entrances to any railway station; another that no person under sixteen engaged therein shall enter any premises licensed for public entertainment, or for the sale of intoxicants to be drunk on the premises; and another that a licence is not to be refused to any applicant "between the ages of [11] and 16," except on the ground of physical or mental deficiency or lack of consent of parent or guardian. The remaining two bye-laws provide for the variation of hours of employment contemplated by section 3 (1) of the Act. An order under section 4 of the Act, as to mode of publication of the bye-laws, prescribes advertisement at least once in two distinct newspapers, and the posting up of notices in streets, both advertisements and notices to state the full terms of each bye-law. It is further prescribed that, in the case of any particular trade being regulated by a particular bye-law, "notice thereof shall also, as far as practicable, be distributed to all persons engaged in that trade," the official proviso following, that "the non-receipt of a notice by any person shall not prevent the confirmation of the bye-law."

The Devolution of the Powers of Trustees.

A DECISION, at once important and interesting, has been given by FARWELL, J., in *Re Smith, Eastick* v. *Smith* (*Times*, 26th inst.) on the exercise of trusts which involve special discretion on the part of the trustees. A testator by his will appointed his wife, his brother, and his friend, describing them by name, and also in these several relationships, executors and trustees, and he devised and bequeathed all his real and personal estate to his "said trustees" in trust to pay the income to the widow for life, "with full power for my said trustees to sell the whole or any part of my said real and personal estate as they in their absolute discretion may think fit, and apply the proceeds arising therefrom for the sole and absolute use and benefit of my said wife for and during the term of her natural life." There was a direction that upon the death of the wife "the survivor of them my said trustees" should sell the real and personal estate or such part thereof as might then remain undisposed of, and divide the net proceeds between the brother, who was appointed trustee, and an adopted daughter. The brother and the friend had died, and the widow had appointed new trustees, apparently to act jointly with herself. It was assumed that the power quoted above authorized the absolute transference to the widow of the proceeds of real and personal estate sold by the trustees, and the question was whether, having regard to the nature of the power, it could be exercised by the present trustees.

Every trust, of course, involves a certain amount of discretion on the part of the person exercising it, and hence have arisen the numerous decisions which deal with the exercise of the trust by heirs or devisees of a surviving trustee. A trust given to the trustees, their heirs and assigns, was held to be exercisable by devisees, though not by assigns *inter vivos*, other than such as had been properly appointed trustees: *Titley* v. *Wolstenholme* (7 Beav. 435). A trust given to the trustees and their heirs was exercisable by the heir of the surviving trustee (*Re Morton and Hallett*, 15 Ch. D. 143), though whether it could be exercised by a devisee is a point which remains open: see the case just cited, and *Osborne* v. *Rowlett* (13 Ch. D. 774); and, inasmuch as trust estates do not now go to devisees, it may very probably remain undecided. The personal representatives take the trust estate under section 30 of the Conveyancing Act, 1881, as though they were heirs, and consequently can exercise any trust which extends to the heirs of the trustees. But they have no powers beyond such as formerly passed to heirs, and if the trusts are vested in the trustees without mention of "heirs," they are not exercisable by the personal representatives of the surviving trustee: *Re Inglsby and Norwich Union Co.'s Contract* (13 L. R. Ir. 326).

The above authorities do not touch the case of the exercise of

trusts by the surviving trustees, or by new trustees regularly appointed, whether by the court or out of court, and there are various provisions in the Trustee Act, 1893, which expressly provide for the continuance of the powers incident to the trust. Under section 22, which applies to trusts created by instruments coming into operation after the 31st of December, 1881, "where a power or trust is given to or vested in two or more trustees jointly, then, unless the contrary is expressed in the instrument, if any, creating the power or trust, the same may be exercised or performed by the survivor or survivors of them for the time being." By section 37 "every trustee appointed by a court of competent jurisdiction shall, as well before as after the trust property becomes by law, or by assurance, or otherwise, vested in him, have the same powers, authorities, and discretions, and may in all respects act, as if he had been originally appointed a trustee by the instrument, if any, creating the trust. And section 10 (3) similarly vests the powers of the trustees in new trustees appointed out of court under the statutory power, the section applying only so far as a contrary intention is not expressed in the instrument, if any, creating the trust, and having effect subject to the terms of the instrument.

These provisions seem to be quite sufficient to vest all the powers incident to the trust in the trustees for the time being, unless there is an express statement of a contrary intention in the trust instrument, and hence it would, perhaps, have been possible to decide the present case solely upon section 10 (3). But there is a passage in the judgment of GRANT, M.R., in *Cole* v. *Wade* (16 Ves., p. 44), which lays down that powers requiring the exercise of special discretion, which the testator may have contemplated should only be exercised by the trustees whom he had personally selected, are not capable of devolution. In that case the trustees were to divide the residue, which was given to them, their heirs, executors, administrators, and assigns, among the testator's relations in such proportions as they thought proper, and Sir WILLIAM GRANT said: "It was contended that, independently of any more particular indication of intention, a power of this kind to trustees, their heirs, executors, and administrators, is not confined to the trustees originally so nominated, but passes to all who may at any time sustain the character. To that position I cannot accede. I conceive that, wherever a power is of a kind that indicates a personal confidence, it must *primâ facie* be understood to be confined to the individual to whom it is given; and will not, except by express words, pass to others to whom by legal transmission the same character may happen to belong." The view, however, that powers affecting the destination of the trust property are matters of such personal confidence as to be incapable of devolution was not adopted by ROMILLY, M.R., in *Byam* v. *Byam* (19 Beav. 58), where the tenant for life under a marriage settlement was authorized to withdraw a fund from the settlement with the assent of the "undersigned trustees." The learned judge held that the power of assent was annexed to the office, and not to the persons named as trustees in their individual character, and, accordingly, it might be exercised by the trustees for the time being, whoever they might be. And the same view is supported by the decision of the Court of Appeal in *Crawford* v *Forshaw* (1891, 2 Ch. 261), where it was held that a power for three executors to divide a fund amongst certain charitable institutions was a power given to them in their character as executors, and, one having renounced probate, it was exercisable by the other two.

It is satisfactory that the same line has been taken by FARWELL, J., in the present case of *Eastick* v. *Smith*. As he pointed out, all, or nearly all, powers necessitate the personal confidence of the testator in the donees, such, for instance, as powers of leasing and selling and investing, and powers of maintenance and advancement of children; and if the extent of the personal confidence is to be made the test of the devolution of powers, it is difficult to know where to draw the line. "I find it impossible," said the learned judge, "to formulate any rule by which the court can say that certain powers are, and others are not, of such a nature that they must necessarily be given only to individuals known to the testator. There is no standard of measurement, but the more and the less become a mere matter of conjecture, affording no basis for judicial determination." And he enunciated the following rule: "Every power given to trustees which enables them to deal with or affect the trust property is *primâ facie* given to them *ex officio* as an incident of their office, and passes with the office to the holders or holder thereof for the time being. Whether a power is so given *ex officio* or not depends in each case on the construction of the document giving it. But the mere fact that the power is one requiring the exercise of a very wide personal discretion is not enough to exclude the *primâ facie* presumption, and little regard is now paid to such minute differencies as those between 'my trustees,' 'my trustees, A. and B.,' and 'A. and B., my trustees.' The testator's reliance on the individuals to the exclusion of the holders of the office for the time being must be expressed in clear and apt language." This is equivalent to saying that full effect is to be given to the statutory provisions quoted above, and that a testator who desires to exclude them must do so expressly. In the present case, therefore, the power of diverting capital to the widow was not extinguished, but was exercisable by the present trustees.

The Changes Introduced by the New County Court Rules.

IV.

IN our concluding article on this subject it is proposed to consider shortly the changes in procedure introduced by these new rules in admiralty actions in the county court and in proceedings under particular statutes conferring special jurisdiction upon county courts. First, to consider the

Admiralty Jurisdiction.—Order 39 of the new rules deals with this subject (old order 39B). One general observation may be made at the outset, and that is, that the main trend of the amendments is to bring the practice in this class of actions in the county court into closer uniformity with the practice applicable to admiralty actions in the High Court. It seems to have been found in practice that the principle upon which the procedure in county courts has been framed—namely, of shortening and simplifying the practice as much as possible, with a view to the quick and economical despatch of business—has not been a success in admiralty county court actions. This is particularly exemplified by the introduction of the new rules 27 to 32 as to pleadings in such actions, which will be noticed in more detail later on.

The first change in practice is with regard to service in actions *in rem*. By new rule 6, when a solicitor accepts service and undertakes to appear and to put in bail or pay money into court in lieu of bail, he must sign an undertaking to that effect. In view of the fact that it has hitherto been doubted how far a county court has jurisdiction to enforce an undertaking (see *Reg.* v. *Lefroy*, 1872, 8 Q. B. 134), this provision is now fortified by rule 7, which corresponds to R. S. C., ord. 12, r. 18, and provides that such an undertaking may be enforced by attachment. It will be remembered that the nature of an undertaking of this kind was recently considered in the High Court in *Re Kerly* (1901, 1 Ch. 467), where the court held that such an undertaking is equivalent to service, and that a solicitor is bound to enter an appearance, even if his client subsequently instructs him not to do so. The circumstances under which the court might possibly release a solicitor from such an undertaking were considered in the same case.

Particulars have hitherto only been obligatory in actions where the claim has been of a liquidated nature. Now, however, by rule 9, a plaintiff *must* file with the *præcipe* particulars of his claim in *all* actions. The particulars must be signed by the solicitor in accordance with ord. 6, r. 9, and it must be remembered that, by the new paragraph to that rule, if in the opinion of the court the particulars are insufficient, the costs of entering the plaint of the solicitor will not be allowed unless the court otherwise orders.

An important new rule is the power given (as in the High Court by ord. 12, r. 24) to any person not named in the action to intervene upon filing an affidavit of interest, with a provision that if the interest is not cognizable in the county court, the intervener may apply for its transfer to the High Court.

Interveners must have a directly material interest in the *res* (*The Killarney*, 1861, Lush 435), and persons who have merely a collateral interest will not be allowed to intervene. Mortgagees, trustees in bankruptcy, and underwriters who have accepted the abandonment of insured property, are persons directly interested. An intervener is in exactly the same position as if he himself had been a party to the issuing of the writ (*Crickitt* v. *Crickitt*, 1902, P. 177).

Other new rules relating to appearance are rules 24, 25, and 26. By rule 24 persons entering an appearance must give notice of appearance, and in the case of an intervener to all other parties who have appeared in accordance with the new form 374A. By rule 25, if two or more defendants appear by the same solicitor, all their names must be inserted in one *præcipe*. By rule 26, a defendant may appear at any time before final judgment.

The provisions of the new rules 27 to 34 to some extent revolutionize the practice in county court admiralty actions by introducing pleadings into such actions, and in cases of actions for damage by collision between vessels, by providing for the filing of preliminary acts, as in the High Court. It has been found in practice that more particularity is required in this class of actions, and that if the issues are defined more clearly before the parties come into court it saves time and expense in the long run. It is unnecessary to consider the rules 27 to 31 as to pleadings in any detail. They follow the ordinary High Court rules, generally speaking, and rule 31 provides generally that, subject to these rules, the R. S. C. with respect to pleadings and their amendment shall apply. Rule 32 (1) provides for the filing of a preliminary act by both parties in actions for damage by collision. The act is to contain a statement of particulars similar to that prescribed by R.S.C., ord. 19, r. 28, with two additions—namely, (16) acts of negligence, &c., committed by those in charge of the other vessel, and (17) in the case of a defendant, the name of any vessel which he alleges caused the collision, or with reference to which his vessel had to act. A written consent is not necessary to opening the act, as in the High Court, but either party may inspect and take copies of it after filing his preliminary act, and after the pleadings, if any, are closed. But, by sub-rule 3, there are to be no pleadings in such cases unless the court orders. If the defendant intends to rely on a counterclaim or set off, he must file one, and either party who intends to rely on the defence of compulsory pilotage must give notice. The particularity attained by pleadings and acts will render interrogatories less necessary in future, and by rule 33 they are not to be allowed unless necessary either for disposing fairly of the action or for saving costs.

If default of pleading or filing of a preliminary act is made by the plaintiff, the action may be dismissed for want of prosecution (rule 34).

A new power is conferred on the court, by rule 53A, to consolidate actions on the application of plaintiff or defendant. The procedure is that applicable to interlocutory applications on notice, and all necessary directions may be given. In the High Court consolidation is sometimes made without regard to the consent of the parties (*The Strathgarry*, 1895, P. 264).

Two rules as to costs in these actions must finally be brought to our readers' notice. Rule 111 (which corresponds in part to the old rule 47) provides that if any party succeeds on a defence of which he ought to have given, but failed to give, notice, the judge, in awarding costs, is to consider what effect such failure to give notice has had in the action. A more important rule still is rule 113, by which power is given to the judge, where the amount in dispute exceeds £100, or in novel and difficult cases, to certify for costs in excess of those allowed by the scales, and costs for items for which the scales do not provide. This will more nearly tend to make costs in such cases an indemnity to the successful party.

Procedure under Special Statutes.—Orders 40 to 51 contain rules applicable to special statutes conferring jurisdiction on the county court. Some small points of procedure with regard to the appointment of assessors are amended in the revised rules 7, 10, 11, and 14 of order 44, under the Employers' Liability Act, 1880. By rule 14, the party asking for assessors must, if the case is adjourned forthwith, pay the assessors' fee for the day. Order 50, which is an "omnibus" order as to procedure generally under Acts conferring jurisdiction on the county courts, contains a number of new rules, and prescribes the particular procedure to be used in several cases in which it has not hitherto been specifically defined. Thus an application under the Solicitors Act, 1870, is to be by petition, and the general procedure as to petitions is to apply (rule 4). An application under the Ballot Act, 1872, is to be in writing, intituled in the matter of the Act and particular matter, and to be in accordance generally with the form of interlocutory applications. As also are applications under the Inebriates Act, 1879, the Allotments Act, 1882, and the Corrupt Practices Act, 1884; whereas proceedings under section 20 of the Commons Act, 1876, are to be by plaint and summons in the ordinary way. Under the Sale of Exhausted Parish Lands Act, 1876, where the Local Government Board directs that proceedings may be taken, they are to be (*a*) if disputed claims by plaint and summons, (*b*) if no dispute and persons entitled are under disability, by petition (rule 10). Rule 11, with no less than 16 sub-rules, deals with the settlement of differences referred to the judge under section 4 of the Telegraph Act, 1878 by procedure in the nature of arbitration proceedings. Rule 30 prescribes the procedure to be followed by a party appealing from an award under section 91 of the London Building Act, 1894. The practice, procedure and costs in an action are to be applicable to such an appeal. Proceedings under section 94 of the same Act are to be by plaint in the ordinary way, while proceedings under section 196 of the same statute are to be by petition.

One general provision of great importance, which is substituted for the old rule 25 of the old order 51, relating to proceedings under special Acts not specifically dealt with by this order 50, will bring to a conclusion the review of this subject. This rule 35 provides an alternative mode of procedure to proceedings by petition in the case where no procedure is specifically applied, and there is no person against whom an action can be brought—namely, procedure in accordance with the rules in force for interlocutory applications, supported by affidavit, but with power to the judge to direct a petition to be filed. The provision ought to be a useful one, and a great saving in time and expense in many cases.

Reviews.

Copyright.

A TREATISE UPON THE LAW OF COPYRIGHT IN THE UNITED KINGDOM AND THE DOMINIONS OF THE CROWN, AND IN THE UNITED STATES OF AMERICA; CONTAINING A FULL APPENDIX OF ALL ACTS OF PARLIAMENT, INTERNATIONAL CONVENTIONS, ORDERS IN COUNCIL, TREASURY MINUTES, AND ACTS OF CONGRESS NOW IN FORCE. By E. J. MACGILLIVRAY, LL.B. (Cantab.), Barrister-at-Law. John Murray.

We regret to have delayed so long our notice of this interesting and useful book. It states, in concise and logical order, the law of copyright as to books, performing rights, engravings, sculpture, paintings, drawings, and photographs, both in the United Kingdom and the Dominions of the Crown, and in the United States, not overlooking the International Conventions on the subject; and it interweaves the statute law with the decisions in a manner which cannot fail to be of service to the reader. The style is easy and flowing, and so far as we have been able to investigate the contents, they appear to be as accurate as they are comprehensive. The chapter on publishing and printing agreements, though hardly within the scope of the book's title, may be perused with great advantage by authors and their advisers. The British statutes, International Conventions, and American statutes are given in full in the appendix, and there is a good index.

Books Received.

The Country Banker's Handbook to the Rules and Practice of: I. The Bank of England; II. The London Bankers' Clearing House; III. The Stock Exchange. With useful Miscellaneous Notes. By J. GEORGE KIDDY. Fourth Edition. Waterlow & Sons (Limited).

The American Bar Association. Report of the Committee on Legal Education and Admissions to the Bar. Submitted at the Twenty-sixth Annual Meeting of the Association at Hot Springs, Virginia, August 27th, 1903.

Correspondence.

The Use of Clients' Money.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Mr. Charles R. Freeman's letter in your issue of the 21st of November contains a principle which, in my opinion, should at once be repudiated; and, therefore, as a senior member of the profession, I venture to write to you, lest some younger members, acting upon what Mr. Freeman thinks permissible and right, should find themselves, not only in a difficult, but a dangerous, position.

Mr. Freeman says that unless the balance to the credit of each client in the solicitor's hands is never used except for the purpose of the client's own business, the solicitor's own account will from day to day be largely overdrawn, unless the solicitor either (1) keeps permanently idle to his credit sufficient capital to meet all the casual wants of the daily business of his clients (an incalculable quantity) or (2) borrows money from his bankers at interest to provide for them.

This is certainly true if the solicitor considers it necessary to meet all the casual wants of the daily business of his clients. But Mr. Freeman goes on to say that when solicitors shall be able to charge interest on disbursements they may perhaps fairly be required to adopt one or other of these alternatives. "Pending this" (he adds) no client is entitled to complain that his money enables the solicitor to afford to another client the accommodation which he himself had a month ago.

We solicitors may perhaps have a grievance that we cannot charge interest on disbursements; but, notwithstanding this, not only is a client entitled to complain if his money is used for the purpose of a loan to another client, but he is entitled to charge the solicitor with misappropriation.

Of course, the case would be different if the solicitor could clearly prove that the client left the money in his hands to deal with as he liked; in the same way that money belonging to their customers is left with bankers. But clients' money in solicitors' hands is almost invariably placed there for some particular purpose, and to make use of it for any other purpose is misappropriation.

Mr. Freeman says it is absurd to say that the solicitor must keep an indefinite sum of capital idle to meet probate duties, heavy stamp duties, deposits on purchase, and other like payments. That may be; but if he makes these payments out of other clients' money, he must be prepared for one of two things—either to prove that the client whose money he used had given him a power so unlimited as to entitle him to appropriate it in that manner, or, if misfortune should overtake him, and he could not repay the money he had so used, to face a charge of misappropriation.

Mr. Freeman quotes a remark made about accounts in the report of a Special Committee of the Law Society appointed some time ago. The same report reminded solicitors that they were not bankers. The distinction cannot be too emphatically enunciated. A banker receives his customer's money as a loan personal to himself, and he may do what he likes with it. A solicitor, in ninety-nine times out of one hundred, receives his client's money as a trustee for some particular purpose, stated or implied, and to make use of it otherwise is misappropriation.

H. MANISTY.

1, Howard Street, Strand.

County Courts Act, 1888, s. 72, and Ord. 50a, rr. 25, 26 and 27.

[*To the Editor of the Solicitors' Journal.*]

Sir,—There appears to be some doubt as to the allowances to be made to persons (clerks, managers, &c.) appearing in lieu of plaintiffs in county court actions.

In some courts it is the practice to allow any person, not the actual plaintiff, expenses according to the scale of allowances for ordinary witnesses. Surely a person who appears in lieu of, and represents, a plaintiff, is subject to exactly the same rules as to allowances as a plaintiff.

Will any reader kindly give an opinion, and, if possible, an authority?

REGISTRAR'S CLERK.

It is announced that the First Lord of the Treasury has appointed Mr. J. A. Slater, a chief clerk in the office of the solicitor to the Board of Inland Revenue, to be an assistant solicitor to that Board.

A tribunal, consisting of the Lord Chancellor, the Lord Chief Justice, and Justices Kennedy, Walton, Wright, Joyce, and Farwell, will, says the *Times*, sit in a private room at the House of Lords on Wednesday next, the 2nd of December, in order to hear the petitions of appeal presented by two law students against the decisions of the benchers of the Middle Temple and Gray's-inn, who refused to call them to the bar of those two inns respectively. The proceedings will be strictly private.

Cases of the Week.

Court of Appeal.

FRASER *v.* FRASER. No. 1. 20th Nov.

PRACTICE—PROCEDURE—COURT OF APPEAL—ACTION REFERRED BY CONSENT OF PARTIES TO MASTER—JUDGMENT ENTERED BY MASTER—RIGHT OF APPEAL TO COURT OF APPEAL—R. S. C., XIV., 7.

This was an application by the defendant for judgment or a new trial in an action tried before Master Lord Dunboyne, under the provisions of ord. 14, r. 7. The point raised, upon which there is no previous decision, was whether an appeal lies to the Court of Appeal from the judgment of a master under the above rule. In the case of a plaintiff applying for liberty to enter final judgment under ord. 14, r. 1, rule 7 of that order provides that "upon the hearing of the application, with the consent of the parties, an order may be made referring the action to a master, or the action may be finally disposed of without appeal in a summary manner." In this case the plaintiff on the 29th of April, 1903, obtained an order from Master Lord Dunboyne giving him leave, under ord. 14, r. 1, to sign final judgment against the defendant. Upon the 5th of May, 1903, Phillimore, J., in chambers, discharged the above order, and ordered that the defendant be at liberty to defend the action, and it was by consent, under ord. 14, r. 7, further ordered that the action be referred to be decided by a master without pleadings. The master thereupon tried the action and directed judgment to be entered for the plaintiff. From this judgment the defendant now appealed. It was contended on behalf of the respondent that no appeal lies from a judgment of a master under rule 7, such a judgment being on the same footing as an award of an arbitrator appointed by the consent of the parties; and that even if any appeal lies at all, it does not lie to the Court of Appeal, but to the High Court: see *Wynne-Finch* v. *Chaytor* (52 W. R. 24; 1903, 2 Ch. 475), where it was laid down by the full Court of Appeal that when in an action in the Chancery Division the whole action has been referred to an official referee for trial, and judgment has been entered in pursuance of his direction, an appeal from the judgment does not lie to the Court of Appeal, but an application to set aside the judgment must be made to the judge of the Chancery Division to whom the action was assigned. On behalf of the appellant it was contended that an appeal lay to the Court of Appeal under section 19 of the Judicature Act, 1873, and also under ord. 39, r. 1, of the Rules of the Supreme Court; and further, that the consent of the parties referring the action to the master under rule 7 was only a consent as to the mode of the trial, and did not preclude either party from his ordinary right of appeal from the judgment of a court of first instance.

THE COURT (COLLINS, M.R., and MATHEW and COZENS-HARDY, L.JJ.) dismissed the appeal, holding that in this case there was no appeal to the Court of Appeal, and that it was not necessary for them to decide whether an appeal did or did not lie to the High Court. Appeal dismissed.—COUNSEL, *Hume-Williams*, K.C., and *J. W. McCarthy*; *T. F. Lloyd*. SOLICITORS, *Williams & Neville*; *Harratt & Pollock*.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

THE LONDON UNITED TRAMWAYS (1901) (LIM.) *v.* ASHBY'S STAINES BREWERY (LIM.). No. 2. 12th and 13th Nov.

AGREEMENT—BREACH OF CONTRACT — SPECIFIC PERFORMANCE — VACANT POSSESSION—TRANSFER OF LICENCE—COSTS—LANDS CLAUSES CONSOLIDATION ACT, 1845 (8 & 9 VICT. c. 18), s. 82.

This was an appeal from the decision of Byrne, J. The facts were as follows: The brewery company were the leaseholders, with a tenant under them, of a licensed public-house called "The William the Fourth." The London United Tramways Co., under statutory powers, required to take the house for the purposes of their undertaking — viz., the widening of the road, and on the 18th of December, 1901, gave notice to treat for the premises. Matters went on, and there was a notice for summoning a jury, a great deal of correspondence took place between the parties, and frequent negotiations were carried on on both sides. On the 30th December, 1901, a letter was written on behalf of the brewery company saying they could not accept less than a much larger sum than was originally offered in the notice to treat. On the 2nd of July, 1902, there appeared to have been a verbal offer of some sort. On the 3rd of July, 1902, the first of four letters, dated respectively the 3rd, 4th, 7th and 8th of July, among the correspondence was written, upon which the plaintiffs relied as shewing that in their opinion a contract existed for the sale of the said house by the defendants. The terms were on the footing of a difference in price according as the defendants obtained another house suitable for their wants, with power to transfer the licence thereto, so as to retain the trade, or did not obtain such house or transfer. In the former case, £600 was to be the price, if the permission of the magistrates for the transfer of the licence was obtained, and if the permission was not obtained, "this letter must be considered without prejudice to our claims for compensation." In the notice, dated the 9th of June, 1902, from the plaintiffs to the defendants of their intention to summon a jury, the plaintiffs had offered £1,844, to include compensation. The magistrates granted permission for the transfer of the licence to another house, the tramway company consenting, and it was agreed that the 28th of July should be the date for the completion of the purchase. On the 14th of July the draft contract for the purchase was sent off for approval by the defendants to the plaintiffs, one of the clauses of which was to the effect that the said sum of £600 "includes compensation for all damage, loss, or inconvenience, whether permanent, temporary, or recurring, including removal, loss of trade and goodwill,"

which should be occasioned by severing the land purchased from the other lands of the vendors by the construction of the authorized tramway and works, or which they shall sustain by reason of the exercise as regards such land of the powers of the first-mentioned Act or the Acts incorporated therewith." The defendants afterwards found that they could not carry on the trade of a licensed house on the new premises, as there were restrictive covenants, and therefore the magistrates' permission was useless to them. On the 23rd of July they wrote to the tramways company informing them of this, and that they could not make another application until the 9th of September, and continued: "We have altered the date of the completion of the purchase to the 29th of September. We made the contract an alternative one, providing for the contingency that we may be unable to remove the licence, in which case the tramway company would purchase it . . . for the sum of £1,800 odd." The reply was an absolute refusal by the plaintiffs, who claimed there was a contract. A further application had been made to the magistrates on a new house being proposed, but for reasons which were not gone into, it had been refused. The defendants contended there was really no complete contract, that the plaintiffs were not entitled to specific performance, and that the condition of obtaining the permission of the magistrates was not fulfilled. It was held by Byrne, J., that the four letters constituted a contract, that the magistrates' permission had been granted, and that it was the defendants' fault for not ascertaining beforehand that they could not utilize the new house to which the licence had been transferred. From this the defendants appealed, when the question of the application of the Lands Clauses Consolidation Act as to costs was discussed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.JJ.) discharged the order of Byrne, J.

VAUGHAN WILLIAMS, L.J.—We have heard this case at considerable length, and a great many points have been argued, one of which is based on the contract which is relied on by the plaintiffs and concerns costs. The counsel for the plaintiff said it was in contemplation of both parties that the provisions of the Lands Clauses Consolidation Act as to costs should be applicable here. I cannot gather this from the contract as alleged in the statement of claim. In the absence of amendment of the pleadings, we think the judgment ought not to stand; we do not know whether we should allow amendment or not, but one must consider what the counsel for the defendants said. Under the circumstances it is plain that no mere amendment on our part would put an end to this litigation, therefore as a fresh trial is necessary, we think we had better discharge this order of Byrne, J., but without prejudice to the plaintiffs to bring a fresh action. Under the circumstances, and having regard to the course which is taken about the costs in this action, we say no costs here or hereafter.

ROMER and STIRLING, L.JJ., concurred.—COUNSEL, *Levett*, K.C., and *Medd*; *Rowden*, K.C., and *Christopher James*. SOLICITORS, *Nash*, *Field*, & *Co.*; *Stanley*, *Wasbrough*, & *Doggett*.

[Reported by A. R. TAYLOR, Esq., Barrister-at-Law.]

In the Matter of **ARTHUR DUNCOMBE SHAFTO (DECEASED).** **FAWCETT *v.* SHAFTO.** No. 2. 16th and 17th Nov.

MARRIAGE SETTLEMENT—COVENANT TO SETTLE—GIFT BY WILL ON CERTAIN TRUSTS—SATISFACTION—ELECTION—DOUBLE PORTIONS.

This was an appeal from a decision of Buckley, J. The facts were as follows: By the settlement, executed on the 12th of October, 1886, on the marriage of his daughter M. D. Shafto, her father covenanted with the trustees, and also covenanted separately with the daughter, that in case the marriage should take place, the father's executors should, within twelve months after his death, pay to the trustees of the settlement £2,000 to be held on the trusts of that settlement. The father subsequently made his will on the 9th of April, 1900 and thereby he gave, upon trusts declared in favour of his daughter M., £11,000. The matter came before Buckley, J., on an adjourned originating summons, and the question was whether the gift to the trustees in favour of the testator's daughter M. of £11,000 was a satisfaction of the covenant contained in the marriage settlement to pay the £2,000. There was a difference between the trusts of the settlement and the trusts of the will. The daughter M. had no power of anticipation either under the settlement or under the will. It was held, by Buckley, J., as far as the daughter M. was concerned, that, as she was restrained from anticipation, he could not attribute to the testator an intention to expose her to an election which she could not make; that the testator's covenant to settle £2,000 was not satisfied by the benefits given by his will, and since there were differences between the settlement trusts and those in the will, the marriage settlement trustees were entitled to the payment of the £2,000. From this the defendants appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—I do not think that we can differ from Buckley, J., in this case. One starts with the initial fact that the settlement is first, the will comes later, as is pointed out by Lords Romilly and Cranworth in *Chichester* v. *Coventry* (L. R. 2 H. L. 71). Whether this bequest was intended to be in satisfaction of this obligation or in addition to it raises the question of a difference between satisfaction and ademption, and one ought not easily to arrive at a conclusion that the testator did not intend this legacy in addition to the settlement obligation, but in satisfaction of it. What is it one finds? I cannot put it simpler than Buckley, J. He has pointed out what are the differences in the will, and in the antecedent settlement, also the differences which could arise in the case of election. I no not think that it is possible to say that the differences are so small as to leave the settlement in the will substantially the same. We ought, as Buckley, J., has done, to take these differences into consideration. I am of opinion that the differences are so great that it is impossible for us to say that the testator, in our opinion, would wish the legacy in the will to be in satisfaction of the settlement. On these grounds the appeal fails.

ROMER and STIRLING, L.JJ., delivered judgment to the same effect.—COUNSEL, *J. T. Procter* and *Gent*; *E. F. Ball*. SOLICITORS, *Cunliffes* & *Davenport*.

[Reported by A. R. TAYLOR, Esq., Barrister-at-Law.]

High Court—Chancery Division.

SCHOFIELD *v.* ALLEN. Kekewich, J. 23rd Nov.

ARBITRATOR—MISCONDUCT—ULTRA VIRES ORDER—R. S. C., XXXVI., 55 (B) (C)—REMOVAL.

This was a motion to remove an arbitrator on account of his misconduct in making orders *ultra vires*. The parties were the mortgagee and mortgagor of a building estate, and a dispute having arisen between them, an account of what was due under the mortgage was ordered to be taken by the Court of Appeal. On taking this account the master found that certain questions as to extras by the building agreement were to be referred to arbitration; accordingly he withheld his certificate until an arbitration had been carried out. The arbitrator was appointed by agreement between the parties. After the arbitration had proceeded for some days it seems to have been suggested to the arbitrator that he might possibly lose his fees, as the arbitration had occupied more time than was anticipated; he accordingly made an interlocutory order that each party should pay half the fees and expenses as they should accrue from time to time. To this the mortgagee's solicitor, after some hesitation, assented. Subsequently the arbitrator made an order that the mortgagee's solicitor should personally pay the costs of the arbitration, and declined to proceed until they were paid. The following cases were cited: *Re Ives* (1894, 2 Ch. 478), *Re Arbitration between Kemporthy and the Queen Insurance Co.* (9 T. L. R. 181), *Eckersley* v. *Mersey Docks and Harbour Board* (1894, 2 Q. B. 667).

KEKEWICH, J., said: Before going into the facts I will deal with the contention that under an order of court the arbitrator had power to do what he did, because he was put in the same position as a court or judge, and whatever a court or judge could do he could do. I will not decide whether a court or judge could do what the arbitrator has done. But it seems to me that an arbitrator has no power to so act on that ground. It is endeavoured to read ord. 36, r. 55*b*, into rule 55*c* in order to give the necessary authority to the arbitrator. Ord. 36, r. 55*b*, says, "Where the whole of any cause or matter is referred to an official referee under an order of court, he may, subject to any directions in the order, exercise the same discretion as to costs as the court or judge could have exercised"; and rule 55*c*, "The provisions of rules 48 to 55 of order 36 and of rule 55*b* shall apply, where any cause or matter or any question or issue of fact therein is referred to an officer of the court or to a special referee or arbitrator. Provided that where the arbitrator is appointed otherwise than by an order of the court the provisions of rule 48 as to sitting *de die in diem* shall not apply." In my opinion this is not a case such as is there described. If it was, it might be necessary to decide what is meant by "arbitrator," whether it means an arbitrator appointed by the parties or by the court. I reserve the decision of that question till the point arises. The ground upon which I base my decision is this: we are not dealing with any "cause or matter or any question or issue of fact therein." In the course of the proceedings the master had to inquire into certain extras, and found that they had to be ascertained by arbitration. He accordingly withheld his certificate until such arbitration had been carried out, therefore there was no reference by him or by the court of any "issue of fact therein." The question was referred to a special referee or arbitrator by the parties, therefore it was not within the rules, because "referred" means referred by a court, and no one can refer except a court. I say there is no "question or issue of fact therein" in issue, and therefore rule 55*b* does not apply, and the arbitrator has no power to do what he has done. It is not suggested that the arbitrator is corrupt, but he has shewn himself incompetent to act in the present arbitration, and therefore he must be removed.—COUNSEL, *P. O. Lawrence*, K.C., and *G. Lawrence*; *Church*; *Stewart-Smith*, K.C., and *H. S. Q. Henriques*. SOLICITORS, *J. Moverley Sharp*; *G. B. Wyatt Digby*; *Albert Solomon*.

[Reported by R. F. STUBBING, Esq., Barrister-at-Law.]

Re **CHURCH PATRONAGE TRUST. LAURIE *v.* ATTORNEY-GENERAL.** Buckley, J. 4th, 5th, and 18th Nov.

CHARITY—WILL—ADVOWSON—TRUST TO PRESENT FIT AND PIOUS PERSON—ORDINARY DUTY OF PATRON.

This was a summons taken out by the trustees of the Church Patronage Trust, under section 8 of the Mortmain and Charitable Uses Act, 1891, for leave to retain an advowson which had come to them under the codicil to the will of Louisa Woodcock and a deed of appointment, on the ground that it was required for actual occupation for the purposes of the charity. By the codicil the testatrix devised the advowson to such uses as her three children, or the survivors of them, should appoint, for the purpose of carrying out the wish of her late husband, that the advowson should be vested in the Church Patronage Trust. By the deed of appointment the advowson was confirmed unto and to the use of the trustees, their heirs and assigns, on the trusts and subject to the powers contained in the ninth schedule to the trust deed of the Church Patronage Trust. The trust contained in the ninth schedule was to appoint "such fit and pious person of godly life and conversation, being in holy orders, capable of accepting and holding the same," as the trustees should think fit. There was also a provision that only such persons should be eligible as trustees as should be of

godly life and conversation, and should profess themselves members of the Church of England, and should be known to be zealously attached to the great principles of the reformed faith contained in the Liturgy and Articles. The question was raised whether the devise and appointment of the advowson was a good charitable trust. The following authorities were referred to: *Attorney-General* v. *Bishop of Lichfield* (5 Ves. 825), *Re St. Stephen, Coleman-street* (39 Ch. D. 492), *Re Hunter* (1897, 1 Ch. 518; 1897, 2 Ch. 105), *Hunter* v. *Attorney-General* (1899, A. C. 309).

BUCKLEY, J., said that he could not find in the trust deed any direction to do anything other than what the owner of any advowson was bound to do. Assuming, although he thought it was not the case, that he could evolve from the description of the character of the trustees an indication of the class of persons who were to be appointed to the living, he could not find that any class of thought in the Church of England was there pointed to. Under those circumstances he thought that there was no charitable trust. There could be no question, after the decision of the House of Lords in *Hunter* v. *Attorney-General*, that there could be a charitable trust of an advowson. For example, an advowson as was decided in *Re St. Stephen, Coleman-street*, might be held upon a charitable trust, if it were held for the inhabitants of a particular parish. The same was the case if the trust was to present persons who hold a particular type of religious thought in the Church of England; that was decided by the Court of Appeal in *Re Hunter*, and assumed by Lord Davey when the case was in the House of Lords. In the present case he could find no such trust. He held, therefore, that there was no charitable trust, and the summons not coming within the Act, would be dismissed.—COUNSEL, *Montague Barlow; R. J. Parker; Vaughan Hawkins.* SOLICITORS, *Bridges, Sawtell, & Co.; Solicitors to the Treasury.*

[Reported by H. L. ORMISTON, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

HOBBS *v.* **MOREY.** Div. Court. 17th Nov.

ELECTION LAW—NOMINATION OF DISQUALIFIED PERSON—RIGHT OF DEFEATED CANDIDATE TO CLAIM SEAT—MUNICIPAL CORPORATIONS ACT, 1882 (45 & 46 VICT. c. 50), s. 56, SUB-SECTION 2.

This was a special case stated under the Municipal Corporations Act. The following facts appeared from the special case: At an election held to fill a casual vacancy in the office of councillor for the North Ward for the Borough of Newport, Isle of Wight, on the 19th of June, 1903, the petitioner Hobbs and the respondent Morey were the only candidates. It was admitted that the respondent was disqualified from acting as councillor by section 12, sub-section 1 (*e*), of the Municipal Corporations Act, 1882, by reason of his interest as a partner in the firm of Henry Morey & Sons, which was a party to a contract to supply goods to the borough council. On the 11th of June, 1902, notice in writing was given to the mayor of the above objection, but the mayor on the same day gave his decision in writing that he, as mayor, could not adjudicate on the objection and that the nomination was valid in form. At the election the respondent was returned by a majority of votes over the petitioner. On the 19th of June, after the close of the poll, and before the returning officer declared the result of the election, the petitioner objected to the declaration of the respondent as councillor for the above-named ward, and on the 8th of July, 1903, lodged this petition against his return. On the 25th of July, 1903, the respondent gave notice to the petitioner that he did not propose to contest the allegation in the petition that he was disqualified by reason of his interest, but that he did intend to contest the petitioner's right to claim the seat. This was therefore the sole point argued. It was contended for the petitioner, that as by section 56, sub-section 2, of the Municipal Elections Act, 1882, where there was only one valid nomination that nomination was to be deemed the person elected, and as the respondent was admittedly disqualified, the petitioner was entitled to the seat. Counsel cited *Drinkwater* v. *Deakin* (L. R. 9 C. P. 626). For the respondent it was contended that to entitle the petitioner to the seat the disqualification must be evident, as in the case of a woman becoming candidate, or he must have given notice of the disqualification to the electorate that their votes would be thrown away. Neither of these conditions were fulfilled in the present case. Counsel cited *Hope* v. *Lady Sandhurst* (37 W. R. 548, 23 Q. B. D. 579), *Pritchard* v. *Mayor of Bangor* (37 W. R. 103, 13 App. Cas. 246), *Harford* v. *Linsky* (47 W. R. 653; 1899, 1 Q. B. 852).

THE COURT (KENNEDY and DARLING, JJ.) declared the seat vacant, but refused to award it to the petitioner.

KENNEDY, J.—The question here is as to the right of the petitioner to claim the seat. It is not denied that the respondent was disqualified by reason of section 12, sub-section 1 (*e*), of the Act of 1882, and it is argued on behalf of the petitioner that he is entitled to the seat by virtue of the provisions of section 56, sub-section 2, which provides that if the number of valid nominations is the same as that of the vacancies the persons nominated shall be deemed to be elected." The question as to the mayor's rights was considered in *Pritchard* v. *Mayor of Bangor*, and Lord Watson in that case pointed out that if no objection was made, or if objections are made and repelled by the mayor, then the nomination becomes a valid nomination. It was not meant to be conclusive upon questions of disqualification, but it was intended to be conclusive that the nomination paper should form the basis of the election. If that is the true view, we have no power to set aside the votes of the majority of the electors and award the seat to the petitioner. But then it is said that there are cases in which the seat has been awarded to the petitioner. But those cases come under the rule laid down by Wright, J., in *Harford* v. *Linsky*, in which he pointed out that there were cases in which the nomination was obviously invalid, as in the case of a woman or a deceased sovereign. It is not suggested here that the petitioner took any steps to notify the electors that they were throwing their votes away in voting for the respondent. Our answer to the third question must therefore be that the petitioner is not entitled to the seat.—COUNSEL, *Glen; Corrie Grant.* SOLICITORS, *Sole, Turner, & Knight; Ley, Lake, & Ley*, for *R. R. Pittis*, Newport, Isle of Wight.

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

FRIEAKE *v.* **POWER.** Kennedy, J. 18th Nov.

BILL OF EXCHANGE—ACCEPTANCE—DURESS—ACTION BY HOLDER OF BILL—DEFENDANT'S ACCEPTANCE OBTAINED UNDER AN ARRANGEMENT THAT WOULD PREVENT DRAWER FROM MAINTAINING ACTION—HOLDER PRIVY TO THAT ARRANGEMENT—RIGHT OF ACCEPTOR TO REPUDIATE LIABILITY.

Action tried before Kennedy, J., sitting without a jury, under order 14. The action was brought by a sheriff's officer to recover from the defendant, a young lady of twenty-two years of age, a sum of £600 upon a bill of exchange payable in January last. The bill was drawn by the defendant's father, John Power, accepted by the defendant, and indorsed by the father to the plaintiff. The defence was that the lady accepted the bill under duress. The facts were shortly these: At the time the bill was drawn Miss Power was just of age, and at the age of twenty-two she would come into £1,000 under her uncle's will. There was a provision in the will that if the defendant charged her interest in the legacy in any way the legacy was to be forfeited. It seemed that Power, the father, got into difficulties and was urgently in need of money. In these circumstances the plaintiff was asked if he could raise £130, and he found that sum on the understanding that the father gave a promissory note for £600, accepted by the defendant. At her father's dictation the defendant wrote to the plaintiff that in a year's time she would come into this legacy of £1,000. The defendant now refused to meet the bill, which had matured, on the ground that she had been induced to sign it under duress by her father, who told her that unless she did so the plaintiff would make him bankrupt and the family would be rendered homeless.

KENNEDY, J., in giving judgment, said the question was whether the defendant's acceptance was obtained from her under such circumstances as to render her not liable. There was evidence to show that the plaintiff was aware of the facts of the case. With this knowledge he agreed to lend her father £130 on his obtaining his daughter's acceptance for £600. The plaintiff was privy to an arrangement of the father's to obtain from his daughter, who had no independent advice, a money advantage for himself and the father. Being privy to that which invalidated the acceptance so far as the father was concerned, the plaintiff could not be in a better position than the father. The plaintiff therefore obtained the bill under circumstances that prevented him from being a *bonâ fide* holder of the bill for value, and the defendant, whatever the rights of the plaintiff against the father might be, could not recover against the defendant, who was therefore entitled to judgment, with costs.—COUNSEL, *Danckwerts*, K.C., and *Storry-Deans; Montague Lush*, K.C., and *Valetta*. SOLICITORS, *Jermitt & Co.; W. R. Bennett & Co.*

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

HARRIS AND ANOTHER *v.* **HICKMAN.** Wright, J. 3rd Nov.

LANDLORD AND TENANT—YEARLY TENANCY—COVENANT BY TENANT TO PAY OUTGOINGS—DEFECTIVE DRAIN—NOTICE TO ABATE NUISANCE—REPAIRS EXECUTED BY LANDLORD—LIABILITY OF TENANT FOR EXPENSES—PUBLIC HEALTH (LONDON) ACT, 1891 (54 & 55 VICT. c. 76), ss. 3, 4.

This was an action tried before Wright, J., without a jury. The plaintiffs were the landlords of certain premises which were let to the defendant for a term of three years from the 25th of March, 1896, at the annual rent of £70, the tenant covenanting to pay "all present and future rates, taxes, assessments, and outgoings whatsoever in respect of the said premises, whether payable by the landlord or tenant, except landlord's property tax." Upon the expiration of the three years in March, 1899, the defendant remained in occupation as a yearly tenant, paying the same rental, but without entering into any fresh agreement. In January, 1903, a notice was served upon the plaintiffs as owners of the premises by the sanitary inspector under section 3 of the Public Health (London) Act, 1891, intimating the existence of a nuisance on the premises owing to a defective drain. The plaintiffs thereupon gave notice to the defendant requiring him to abate the nuisance. This the defendant declined to do, and the plaintiffs at once, without waiting for a notice under section 4, executed the necessary works at a cost of £75, and now sought to recover that amount from the defendant under his covenant to pay all outgoings. On behalf of the defendant it was contended that a covenant to do substantial repairs was not consistent with a tenancy from year to year, and ought not, therefore, to be implied; further, that as the work had been done in consequence of a notice under section 3, and not in compliance with an order under section 4 requiring abatement of the nuisance, it was not done under compulsion of law, and therefore the landlords could not recover from the tenant the expenses they had incurred. The following cases were cited: *Oakley* v. *Monck* (14 W. R. 406, L. R. 1 Ex. 159), *Valpy* v. *St. Leonard's Wharf* (1 L. G. R. 305), *Stockdale* v. *Ascrribery* (52 W. R. 13; 1893, 1 K. B. 873), *Thompson* v. *Hawes* (59 J. P. 580, 44 W. R. Dig. 95), and *St. Leonard Shoreditch* v. *Holmes* (50 J. P. 132).

WRIGHT, J., in giving judgment for the defendant, said that the plaintiffs could not recover upon the ground (1) that the expenditure they had incurred was not an "outgoing" within the meaning of the covenant, as they had done the work voluntarily and not in consequence of a notice from the sanitary authority requiring them to abate the nuisance; and (2) that it could not be reasonably held that the parties contemplated such a liability on the part of the defendant when he became a tenant from year to year, having regard to the proportion which the expenditure bore to

the yearly rent. The facts of the present case brought it within the authority of *Valpy* v. *St. Leonard's Wharf*. Judgment for defendant.—COUNCIL, *M. Shearman*, K.C., *and Ernest Pollock*; *Heber Hart*. SOLICITORS, *Taylor & Taylor*; *Hutchinson & Cuff*.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

New Orders, &c.

Transfer of Actions.

ORDER OF COURT.

Tuesday, the 17th day of November, 1903.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Byrne and Mr. Justice Buckley.

SCHEDULE.

Mr. Justice KEKEWICH (1903—H.—No. 2,817).

George Wedderburn Hume v. The Household Gas Heater and Cooker (Parent) Co. (Limited). HALSBURY, C.

ORDER OF COURT.

Friday, the 20th day of November, 1903.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Byrne and Mr. Justice Buckley.

SCHEDULE.

Mr. Justice FARWELL (1903—A.—No. 1,056).

In the Matter of the Automobile Supply Co. (Limited) The Caspian Co. (Limited) v. The Automobile Supply Co. (Limited). HALSBURY, C.

Law Societies.

The Yorkshire Board of Legal Studies.

A meeting in connection with this incorporated body was held at the Hotel Metropole, Leeds, on Saturday. Luncheon was first served. Mr. F. J. Munby, of York, chairman of the board, presided, and those present included Mr. J. G. Butcher, K.C., M.P., Mr. J. E. Gray Hill, president of the Law Society; Mr. A. T. Perkin, president of the Leeds Law Society; Mr. A. C. Peake, Mr. Parker Rhodes, president of the Sheffield Law Society; and many representatives of law societies and law students' societies. We condense from the *Yorkshire Post* the reports of the speeches:

Mr. J. G. BUTCHER, K.C., M.P., proposed the toast of "The Law Society," coupling with it the name of Mr. Gray Hill. He said that among the many activities which had distinguished the action of the Law Society there was none which reflected greater distinction or credit upon them than the work they were doing in the cause of legal education. It was of vast importance, he proceeded, that they should provide proper education for those who intended to practise in the law. The study of the law was at once one of the oldest and one of the greatest of practical sciences. In times gone by the lawyers, in common with Churchmen, were almost the sole custodians of learning in this country. That state of things had passed away, and a sound education in all its grades was one of the essential conditions of our national well-being and our national prosperity. They had made and were making attempts to place the primary, secondary, and technical education of the country upon a broad and national basis, and in the metropolis, as in the great provincial centres of industry, they saw springing up among them universities and colleges which were designed to promote and establish the higher education of the people, and it would be indeed a strange and lamentable thing if in this outburst of eductional activity the study of the law were found to lag behind any of the other great studies. He was glad to think there was little probability of such a disaster. For some time past there had been a project, supported in its time by many men of the highest eminence in politics and in law, for establishing a great school of law. In that project, as also in many other matters at the moment concerning them, there was a fiscal side, and in times gone by, the absence of any fund which was available for the purpose of carrying this project into effect was regretted. They had now reached a different state of things, owing in great measure to the public-spirited action of the Law Society, and also to the action of one of the members of the old Inns of Chancery. They had recovered, and they had now available a large sum of over £130,000 arising out of the proceeds of the sale of two of the old Inns of Chancery, and he thought it was a matter that commanded universal consent when it was proposed that the sum should be devoted to the encouragement of the study of the law. He thought there were two conditions which ought to be fulfilled in the allocation of the money. The first was that a large and substantial proportion of it should be devoted for the purpose of rendering accessible to members of the solicitor profession the better education of those who were going to study in that branch of the law. That, he believed he was right in saying, was certainly the view of the present Attorney-General, who would have a large voice in the decision of this matter, and whose breadth of view and large-mindedness in this matter would be recognised by every member of the bar and of the sister profession. The other condition was that some provision should be made for the encouragement of the study of the law in the provinces.

Mr. J. E. GRAY HILL responded. He spoke of the aims and work of the Law Society, which he described as their father and their mother, because it brought them into the legal world, and if they misbehaved themselves it could turn them out again. Its most important function, he said, was to preserve the purity of the profession, and he complained that out of the 1,400 to 1,450 solicitors of Yorkshire only 427 were members of the society. Mr. Gray Hill also remarked that the House of Commons treated solicitors badly. The House did not seemed to think much of solicitors, and it would not give them such of their rights as were necessary for the protection of the public. For two years they had brought in a Bill to enable them to refuse the renewal of certificates to practise to solicitors who were undischarged bankrupts and could not account satisfactorily for being in that position. The Bill had been blocked, and it was not their fault, therefore, if a solicitor led his clients into trouble; it was the fault of the House of Commons.

Mr. W. H. GRAY, another representative of the Law Society, also responded. He said there were between 300 and 400 articled clerks in Yorkshire, and he thought it was a little disappointing that the number of the students in the law department at the Yorkshire College should not be more than 35.

Mr. A. WIGHTMAN (Sheffield) also spoke.

The toast of "The Law Lecturers and Teachers" was proposed by Mr. JAS. SYKES (Huddersfield), who highly commended the work of Professor Phillips at the Yorkshire College, and said that the value of his efforts to produce trained lawyers instead of mere practitioners could not be too highly estimated.

Professor PHILLIPS, in reply, said the law department at the Yorkshire College was making steady progress.

Mr. A. T. PERKIN proposed "The Yorkshire Board of Legal Studies."

The CHAIRMAN, in reply, briefly traced the history of the board, and pointed out that the success of their educational system, which they had modelled on that of Liverpool, had brought to the aid of Liverpool an endowment of no less than £20,000, mainly from within the profession. Endowment was also what Yorkshire needed, and the old maxim "*Bis dat qui cito dat*" was never more applicable than it was with them to-day. They offered the assurance of their experience not only to those who received articled clerks, but to those who paid premiums with articled clerks, that the direction the energy of the board would take in time to come would tend to fertilize the country with men worthy of an honourable profession.

Mr. PARKER RHODES proposed "The Law Students," and Mr. SCOTT replied.

United Law Society.

Nov. 23.—Mr. J. F. W. Galbraith, Mr. R. Walker, and Mr. A. Michaelson were elected members. The subject for debate was: "That this house disapproves of the Poor Prisoners' Defence Act, 1903." Mr. H. C. Bickmore moved, and Mr. T. Ottaway opposed the motion. The speakers included Mr. E. S. Cox-Sinclair, Mr. R. H. Martin, Mr. W. S. Glyn-Jones, Mr. R. Walker, and Mr. F. O. Clutton. The motion was lost.

Law Students' Journal.

The Law Society.

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination, held on the 2nd and 3rd of November, 1903:

Aldridge, Harold Whitchurch Mooring, M.A. (Camb.)
Baguley, Samuel
Bain, Frederick William
Barnett, Ernest Edward
Beardsley, Godfrey Leonard
Bennett, William Henry Norman
Berry, James Arthur
Besley, Charles Holland
Bond, Harold Thomas Hearne
Bullock, Percy William
Butterworth, John Henry
Cain, Herbert Porritt, LL.B. (Vict.)
Chamberlayne, Arthur Francis
Chambers, John Geoffrey
Clarkson, Willie
Clifford, Francis Ernest
Cocks, William Bond, LL.B. (Lond.)
Cooksey, Thomas
Corble, George Glass
Crick, William Evelyn
Crisp, Charles Oak, B.A. (Oxon.)
Davies, Eustace Arthur
Davies, Gwyn Howard
Desprez, Carden Charles Soulbien
Dix, Robert Malam
Dodd, Albirt Charles Webber
Douglass, Percy Baring
Du Pre, Charles Hinton, B.A. (Oxon.)
Dwyer, Frank Hemming
Eales, John Frederick
Eastburn, William Stanley
Eliot, Edward Granville, B.A. (Oxon.)
Esam, John
Foley, Frank Wilson
Fraser, Hugh Colin
Freeth, Walter Kingson
Fulton, Hamilton Koberwein
Gainsford, Thomas Alan
Gartside, Charles Percy
Gaspar, Frederick Paul Dwight
Glanfield, John William
Glossop, Alfred
Gooding, George Challender, B.A. (Oxon.)
Goodman, Frederick Owen
Green, Henry
Greene, Edward Whitaker
Gregory, James William Rye
Grimsdall, Herbert Denne
Hallaway, Augustus Thornburn
Hart, Bernard Leslie
Hart, Cecil Edgar
Hartopp, Edward Liddle
Harvey, Charles Lewis

Hedger, Harold Philip Frushard
Hey, Herbert Alfred Edward
Hockin, William Geoffrey
Holford, George Burn
Holland, Alfred Herbert
Hopkins, Arthur John
Houston, Douglas
Hudson, William Gerald
Hughes, Reginald Turner
Hunnybun, Martin Gerald Woodley
Hunt, Harold
Hunt, Joseph
Jackson, John Bell
Johnson, Edward Dinwoody
Jones, David Stanley
Jones, Walter Joseph Collen
Jupp, Alexander Ochterlony
Kelly, Claude Clifton
Kendall, Percy Dale, B.A. (Camb.)
Lathom, Farquhar William Forbes
Leather, Arthur Bowring
Lee, Percy Kemp
Lymbery, Arthur William, B.A. (Camb.)
Martin, Edwin McGrath, M.A. (Camb.)
Master, Reginald Francis Chester
Matthew, Reginald Wilcox
Moore, Thomas Herbert
Morel, Edward Clement
Müller, Douglas Gage
Newton, Lancelot
Ogburn, Frederick Ernest
Ogley, Thomas
Palmer, Charles Harold
Parker, Harold
Parry, James Leonard Saunders
Partington, Harold Rhodes
Patterson, Joseph Wylie
Payne, Robert Alexander
Penrice, James
Peter, Reginald Arthur
Phillips, James Robert
Pollock, Vivian Arthur
Ponting, Walter Henry
Pothecary, Herbert Martin Rixsen
Pratt, Bickerton
Procter, Rawsthorne, B.A. (Camb.)
Pruddah, Robert Austin
Reynolds, Harold Edwin
Riddle, Henry Alfred
Roch, Walter Francis
Rogers, Charles William
Rothera, Wilfred Sigismund
Rushton, Herbert George, LL.B. (Vict.)
Russell, Harry Pearn
Ruston, Frederick Vyvyan
Samuel, Albert Henriques, M.A. (Oxon.)
Seed, Joseph
Sharpe, William Seaford, B.A. (Oxon.)
Shaw, Harold Wyburgh
Shelley, Arthur
Shepherd, Reginald Andrew
Smith, Henry Charles John Russell
Smith, Leslie Arthur, B.A. (Oxon.)
Smithett, Albert Latreille
Stacpoole, Charles Burnett, B.A. (Lond.)
Stephen, Noel Campbell
Stevens, Alfred Julius, B.A. (Oxon.)
Suggate, Aubrey Pierrepont
Sutcliffe, Robert
Swanston, Donald Smith
Thompson, William Edwin, B.A. (Oxon.)
Timmins, James Taylor
Tomlinson, Ernest Hoskins, B.A. (Oxon.)
Townsend, Geoffrey
Trenholme, William
Walker, Thomas Henry, B.A. (Oxon.)
Walmsley, John Fred
Ward, George Crowe
Watson, Clement Goodman
Watson, Lawrence Cecil
Weld, Charles George, B.A. (Camb.)
Whiteside, Anthony Adamson
Wilson, Alexander Bernard
Wilson, Alfred Sidney, B.A. (Oxon.)
Wilson, Charles
Winterbotham, William, B.A. (Camb.)
Wood, Herbert Amos Raistrick
Wood, Robert
Woods, Herbert Reginald Wybrow
Worstenholme, Harold Parker
Wykes, Edward William, B.A. (Lond.)

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 4th of November, 1903:—

FIRST CLASS.

Brierley, John Arnold
Brown, Charles Alfred
Chadwick, John Frederick
Coates, Robert Harold
Crawshaw, Bertram Philip
Hazlerigg, Grey, B.A. (Camb.)
Lucas-Calcraft, Charles Yorke
Thomas, George Luther, B.A. (Oxon.)
Woosnam, George Edward Montague

SECOND CLASS.

Addiscott, William
Archer, Paul
Attenborough, James
James, Frederic Auld
James, Alexander Baddiley
Barnes, Ralph George
Bartlett, Ewart Charles
Baucher, Albert Edward
Blaker, Richard Norman Rowsell, B.A. (Camb.)
Bradford, Francis Garfield
Broadsmith, Frederick William
Brooke, Stanley William
Brookes, Arthur Stanley
Brown, Frederic Holifield
Busby, Edward David Kent
Caroe, Cecil Niels, B.A. (Oxon)
Cawley, Gilbert Randall
Chadwell, Gilbert Howard
Claypon, Joseph Charlton Lane
Cockcroft, Ben Dixon
Cockshott, Francis Geoffrey, B.A. (Camb.)
Cooper, Thomas
Cowburn, William Henry
Cox, Edward Geoffrey Hippisley
Crooke, Victor
Cross, George Henry
Davies, John Lee
Davison, Thomas Alwin
de Rougemont, Charles Glennie
Derry, Frederick William
Down, Frank Percy Wheatley
Edwards, Harold Thorne
Ekins, Aubrey
Ellis, Philip Frederick
Evans, John
Evans, Oswald Crook
Evans, Robert Charles
Finney, John Shelmerdine
Fisher, Henry John, B.A. (Oxon.)
Flower, Frank
Forster, Thomas Alfred Bertram
Frankland, Albert Ernest, B.A. (Oxon.)
Freeman, Edward Hartley
Galpin, Henry Frank
Gaskell, Geoffrey Whittall
Gaukroger, Alfred
Geenty, Francis
Goddard, Philip Henry
Grundy, Charles Victor
Hadfield, William Bruce
Haigh, James Johnson
Hanson, Alfred Ebenezer
Harby, Ashley Robert Stephenson
Hart, Henry Robert
Hellier, Reginald Claude Monty
Hewitt, Alfred Ernest
Hibbert, James
Hodge, Henry
Hopkins, Henry Sidney
Hoskinson, Edward Robert
Howe, Vernon
Hughes-Narborough, William Edwin
Hyner, William John
Inskip, John Hampden, B.A., (Camb.)
James, Herbert Richard, M.A. (Oxon.)
Jeffery, Herbert Athelstan
Johnson, Ernest Stapley Heming, B.A. (Camb.)
Johnson, Philip, B.A. (Oxon.)
Johnston, Stanley
Jones, Cyril Butler
Jones, Glyn Howard
Jones, Thomas Morgan
Jones, Thomas William
Layne, Charles Edward
Lindsell, Arthur James Gurney, B.A. (Camb.)
Loseby, Francis Henry
McLearon, Alfred
Madge, Raymond, B.A. (Camb.)
Madgett, Frank
Manners, Thomas
Martin, Cyril Joseph
Martin, John William
May, Walter Gladstone
Mayer, Frank Bertram
Metcalfe, Percy Kynaston, B.A. (Camb.)
Milburn, Thomas Alan
Miller, Charles Edwin
Mills, Charles Eaton
Mills, Jimmy
Morris, Humphrey William
Nalborough, Douglas John
Naylor, John, B.A. (Oxon.)
Nightingale, Dudley Arthur, B.A. (Camb.)
Owen, Sackville Herbert Edward Gregg, B.A. (Camb.)
Pedley, George Laurence
Poole, Edward Alfred
Proctor, John North
Read, Phillip Austin Ottley
Rees, John Thomas
Reynolds, Cecil Abbott, B.A. (Oxon)
Riches, Edward Harold
Ridgway, Alfred Douglas
Rigby, Herbert Richard
Roberts, Hugh Edward
Roberts, John William
Robey, Gilbert Leonard
Robins, Gilbert Selwyn, B.A. (Camb.)
Robinson, Vincent Hillier
Salisbury, Arthur Charles
Saywell, Bennett Greasley
Schofield, Harold
Siggs, Herbert Augustus
Slade, Percival Claude Avery, B.A. (Camb.)
Smith, Herbert
Smith, William Arthur
Sprinz, Philip
Steward, Gerrard Bulwer
Stewart, Robert Strother, M.A. (Durham)
Taylor, Geoffrey Charles Rimington B.A. (Camb.)
Taylor, Herbert
Thompson, Herbert George
Todd, Edwin Lewis
Trappes-Lomax, Edmund Neville, B.A. (Oxon)
Trevanion, Cecil Cameron
Turnbull, Drury
Vornberger, Frank
Wade, Philemon Slater
Warburton, Thomas Alfred
Warren, John Howard, B.A. (Camb.)
Webb, Francis Cheetham
Weekes, Percival Penkivil
Weguelin, Thomas Louis Luz
Wharton, Lawrence Rhodes
Wood, Joseph Dunford
Woodforde, William Hey Beadon
Woolfenden, John Granville
Worsley, Frank Howard
Wright, Henry Newcome

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Nov. 24.—Chairman, Mr. Eustace B. Ames.—The subject for debate was: "That this house approves of the Motor Car Act, 1903." Mr. A. W. Findlay opened in the affirmative; Mr. Alfred Wiltshire opened in the negative. The following members also spoke: Messrs. W. M. Pleadwell, P. B. Henderson, E. A. Stiebel, H. C. Mitchell, H. J. Owen, E. S. F. Webb, A. C. Dowding, W. A. Warren, A. C. Crane, S. B. Gottlieb, H. Elwell, W. E. Singleton, K. W. Greene. The motion was carried by eleven votes.

BIRMINGHAM LAW STUDENTS' SOCIETY.—Nov. 24.—Mr. D. Brooks presiding.—The following was the subject for debate: "The stationmaster at Muddleton Junction, on the Great Southern Railway, is caught by an official stealing goods from the goods shed. In consequence of his long service and other circumstances he is pardoned and allowed to remain, but his salary is reduced. On a subsequent occasion he steals goods belonging to Messrs. Buggins, who sue the G.S.R. for their value. The consignment note given to Messrs. Buggins, when they handed the goods to the G.S.R. for carriage, contained a notice printed in red ink, and in a conspicuous position, as follows: 'The Great Southern Railway decline to admit any liability for loss of goods caused by the felonious acts of their servants.' No contract was signed by Messrs. Buggins. Can Messrs. Buggins recover the value of the stolen goods from the G.S.R.?" The speakers in the affirmative were Messrs. R. A. Tench, J. A. Shephard, A. Cotterell, A. R. O'Connor, J. D. H. Osborn, C. A. A. Elton, and J. H. Round; and in the negative Messrs. R. A. Willes, C. A. Brown, E. W. Woodward, H. G. Jones, T. Cleaver, and H. W. Lyde. After the leaders on both sides had replied, the chairman summed up and voting resulted in favour of the affirmative by a majority of three. A vote of thanks to the chairman brought the proceedings to a close.

The stories about Abraham Lincoln are not yet all told. The *Green Bag* tells still another. A lawyer who studied in Mr. Lincoln's office tells a story illustrative of his love of justice. After listening one day for some time to a client's statement of his case, Lincoln, who had been staring at the ceiling, suddenly swung round in his chair and said: "Well, you have a pretty good case in technical law, but a pretty bad one in equity and justice. You'll have to get some other fellow to win this case for you. I couldn't do it. All the time while talking to that jury I'd be thinking, 'Lincoln, you're a liar,' and I believe I should forget myself and say it out loud."

Obituary.

Mr. Hugh Shield, K.C.

Mr. Hugh Shield, K.C., died this week, in his 74th year. He was a son of the late Mr. John Shield, of Newcastle-on-Tyne, and was educated at King Edward's School, Birmingham, and at Jesus College, Cambridge. He was elected a Fellow of his college, and lived to become senior Fellow. In 1860 he was called to the bar. He was Member of Parliament for the town of Cambridge from 1880 to 1885, and elected a bencher of Gray's-inn in 1880.

Mr. John William Cudworth.

Mr. John William Cudworth, solicitor, whose death occurred on Saturday, was an old Leeds solicitor, and had reached the age of eighty-two. He formerly carried on business in partnership, and the firm had a large bankruptcy practice, but he retired from practice many years ago. He was a member of the Society of Friends.

Legal News.

Appointments.

Mr. P. S. Gregory, of the Chancery bar, has been appointed by the General Council of the Bar as their representative upon the Rule Committee under the Land Transfer Act, 1897, in the place of Sir Howard Elphinstone, Bart., who has resigned.

Mr. Alexander Dauney, barrister-at-law, has been elected Treasurer of the Honourable Society of the Middle Temple for the ensuing year, in succession to the Attorney-General.

Sir Arthur Collins, K.C., has been appointed one of the representatives of the Honourable Society of Gray's-inn on the Council of Legal Education.

Mr. Justice Grantham has been elected Treasurer of the Honourable Society of the Inner Temple for the ensuing year in succession to Mr. Buszard, K.C.

Information Required.

Charles Johnstone Taylor, Esquire, deceased, late of 17, Manchester-street, W., and of the United Universities Club.—Solicitors or bankers who may have the custody of, or any information in regard to the Will of the above-named are requested to communicate with Messrs. Baxter & Co., 12, Victoria-street, Westminster, S.W.

Changes in Partnerships.

Dissolution.

Thomas Dewhurst Lingard and George Alexander Rowson Lingard, solicitors (Lingards), 10, Booth-street, Piccadilly, Manchester. Nov 9. [*Gazette*, Nov. 24.

General.

Judge Stonor has been absent from his duties owing to illness, but is nearly well again.

As Mr. Justice Wright has to attend a meeting of the judges at the House of Lords on Wednesday, the 2nd of December, the sitting of the Railway and Canal Commission Court which was fixed for that date has been postponed until Friday, the 4th of December.

At the Winchester Assizes on Monday, Mr. Justice Wills announced that owing to the pressure of business in Hampshire, the commission day at Bristol must be postponed till Thursday, the 3rd of December, and business would begin at 11 a.m. on Friday, the 4th of December.

The death is announced of Mr. William Ryan, K.C., the second member in point of seniority at the Irish bar. He was Crown Prosecutor for both ridings of the county Tipperary, for the county and city of Kilkenny, and for the county of Wexford, and on many occasions he acted as *locum tenens* for county court judges.

While English lawyers are talking of the necessity of increasing the number of our judges, Irish barristers are, says the *Globe*, alarmed by a rumour that the Government intend to deprive the High Court of Ireland of two of its judgeships. Some evidence of the decline of litigation in Ireland may be found in the migration of Irish barristers to the English bar. Even more convincing proof is furnished by the *Irish Times*. "Legal business in Ireland," we are told, "has declined in an abnormal degree. Within the memory of many young men the 'Round Hall' was one of the busiest centres of the metropolis. It was difficult to pass through it, and the crowd that blocked the way was not a congregation of idlers, but a mass of men doing business there. Now anyone familiar with the courts would be surprised to find more than a dozen lawyers and clients there. The law lists have shrivelled up." Ireland has seventeen High Court judges to attend to its dwindling cause lists. England, with a population six times a large, has only twenty-nine.

Sir Albert Rollit, M.P., when president of the Law Society, was, says the *Standard*, asked to act for the Ministry of Justice in Siam in appointing two solicitors as probationary legal advisers to the Siamese Government. He has selected Mr. H. R. Lister, of Hampstead, and Mr. G. Stuart Seaton, of Llandaff, who are about to leave for Bangkok to take up their duties.

Admission to the solicitor branch of the legal profession would appear, says the *Globe*, to be more difficult a matter than becoming a member of the bar. At the final examination for the bar, held in October, only fourteen candidates failed out of seventy-five. At the final examination held in the Law Society's Hall, at the beginning of the present month, as many as sixty-three candidates were unsuccessful out of 207.

A learned judge at a dinner was, says the *Central Law Journal*, unexpectedly called upon to reply to a toast. Recovering somewhat from his surprise, he said his situation reminded him of a man who fell into the water while he was fishing. With no little difficulty he was rescued, and, after he had regained his breath, his rescuer asked him how he came to fall into the water. "I did not come to fall into the water," replied the unfortunate fisherman. "I came to fish."

The Australian Patent Bill has, says the *Times*, now passed the Parliament of the Commonwealth, but does not become operative until brought into force by a proclamation. The following statement by the Prime Minister will shew the position of the matter at present. In reply to Sir Langdon Bonython (South Australia), the Prime Minister stated that the earliest time the Patent Act could conveniently be proclaimed was immediately after the regulations were made and officers appointed. The regulations would be published before the commencement of the Act, and the Act and regulations would come into force together. Sufficient notice would be given to enable applicants in the Commonwealth to become aware of the forms and requirements of the law before it came into force. It was the intention of the Government to introduce Bills relating to trade-marks and designs next session, but the Government did not intend to delay the bringing of the patent law into force to enable these departments to be transferred simultaneously. It was not proposed to interfere with the provisional protection under the State Acts, nor to make them operate to confer on the applicant any right to a patent under the Federal Act.

Sir Ralph Littler, K.C., presided on Wednesday, says the *Times*, at a largely-attended special meeting of the Highgate justices at the Court-house, Highgate, held for the purpose of considering a claim by the mayor of the newly incorporated borough of Hornsey to preside at the police court "during the hearing of cases arising within the borough." The deliberations took place in private, and afterwards Sir Ralph Littler made a statement in open court. He said that the matter had been submitted to the Home Secretary, who, in his reply, referred to opinions of the law officers of the Crown in 1877 and 1889. The conclusion of the Highgate justices was that they were not prepared to admit the right of the mayor to preside during the hearing of cases "arising within the borough"; but they also desired that it should be known that their decision was one of principle only, and must not be regarded as a hostile course. It was pointed out by the Home Secretary that, assuming that the mayor of Hornsey should establish the right he claimed, it was a matter for his own discretion as to whether he exercised the right or not, but it was to be hoped that, in any event, he would not exercise it, because, if he did, it might lead to a kind of *Box and Cox* arrangement, which was most undesirable. It might, as the boundaries of the borough were entirely artificial, be found that the mayor had presided in cases where he ought not to preside, or *vice versâ*, and so complications would arise.

Present conditions in the United States allow each State to settle its marriage and divorce laws in its own way, but it is now reported, says the *St. James's Gazette*, that President Roosevelt intends to recommend a uniform law to be applicable all over the Union. The *Morning Post* points out that in all States, with the exception of South Carolina, adultery is held to be a ground for divorce. Colorado includes under this term "immoral or criminal conduct," while other States have their own peculiar views of unchastity. In forty States conviction or imprisonment for a felony entitles the innocent party to a divorce, and in four States it annuls the marriage. As far as five States are concerned, the conviction may have taken place before the marriage; if concealed at the time of the marriage it is still a valid cause for divorce. In some of the States the mere fact of conviction is enough; in others, the convicted person must have been sentenced to one year's, two years', or three years' imprisonment. In one State, if the convicted person is pardoned before being sent to a penitentiary, his or her conjugal rights are restored; in another a pardon makes no such difference. Pennsylvania holds forgery to be a ground for divorce when the conviction is followed up by a sentence of more than two years' imprisonment; and Louisiana puts the same interpretation on "condemnation to ignominious punishment." Forty-three States agree that cruelty in one form or another is a cause for divorce. In Alabama it means actual violence "attended with danger to life or health, or when there is reasonable apprehension." In California cruelty is the "infliction of grievous bodily injury or grievous mental suffering." Florida regards "the habitual indulgence of violent and ungovernable temper" as a species of cruelty. Illinois includes in the term an "attempt on life by poison or other means, showing malice." Louisiana defines cruelty as, among other things, "public defamation by one or the other." Any treatment that injures the health or endangers the reason is cruelty in New Hampshire. "Such personal indignity as renders the plaintiff's condition intolerable" or "insupportable," or "renders life burdensome," or "causes mental distress" is regarded as cruelty in Arkansas, Missouri, Pennsylvania, and Utah.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, Nov.....30	Mr. Church	Mr. R. Leach	Mr. Beal	Mr. W. Leach
Tuesday, Dec..... 1	Greswell	Godfrey	Carrington	Theed
Wednesday 2	King	R. Leach	Beal	W. Leach
Thursday 3	Farmer	Godfrey	Carrington	Theed
Friday 4	Theed	R. Leach	Beal	W. Leach
Saturday 5	W. Leach	Godfrey	Carrington	Theed

Date	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, Nov.....30	Mr. Farmer	Mr. Greswell	Mr. Pemberton	Mr. Carrington
Tuesday, Dec..... 1	King	Church	Jackson	Beal
Wednesday 2	Farmer	Greswell	Pemberton	Godfrey
Thursday 3	King	Church	Jackson	R. Leach
Friday 4	Farmer	Greswell	Pemberton	Jackson
Saturday 5	King	Church	Jackson	Pemberton

The Property Mart.

Sale of the Ensuing Week.

Dec. 2.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—Properties at Hampstead-road, St. John's Wood, East Molesey, and Knightsbridge.

Dec. 3.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:

To £2,857 4s. 9d. India Three-and-a-Half per Cent. Stock; lady aged 68. Solicitors, Messrs. Hunter & Haynes, London.

To a Trust Fund, Corporation Stock, &c., of the value of £3,310; on the decease or re-marriage of a lady aged 62. Solicitors, Messrs. Gribble, Oddie, Sinclair, & Johnson, London.

To One-third of a Trust Estate, Railway Stocks, &c., of the value of £17,000; on decease of lady aged 68. Solicitors, Messrs. Crowders, Vizard, & Oldham, London.

To a Moiety of a Trust Fund in Consols and Freeholds, value £3,350, with covering policies; on decease, without issue, of a spinster aged 46. Solicitors, Messrs. Hicks Arnold, & Mozley, London.

To Freehold and Leasehold Properties in Brockley, Catford, Deptford, Lewisham, Sidcup, and Walthamstow, value £6,280 (in two lots); gentleman aged 32. Solicitors. J. L. Douglass, Esq., Market Harborough; Messrs. Crowders, Vizard, & Oldham, Messrs. Hughes, Hooker, & Co., Messrs. Beawell & Norfolk, and Messrs. Sole, Turner, & Knight, London.

To One-tenth of a Trust Estate, value £6,000; lady aged 72; and to One-tenth on the decease of the survivor of two ladies aged 72 and 76. Solicitors, Messrs. Lawrence, Graham, & Co., London.

To Freehold Premises at Wolverhampton, estimated to produce £102 per annum; two gentlemen aged 66 and 62. Solicitors, Messrs. Amery Parkes & Powell, London.

POLICIES for £3,000, £750, £500. Solicitor, Robert Greeving, Esq., London.

(See advertisements, this week, back page.)

Dec. 3.—Messrs. STIMSON & SONS, at the Mart, at 2:—Freehold Ground-rents secured upon property at Walworth, Upper Norwood, and Catford. Solicitors, Messrs. Mitchell & Mallinson, and Messrs. Finch & Turner, London; and C. E. Hatton, Esq., Gravesend. (See advertisements, this week, p. iii.)

Winding-up Notices.

London Gazette.—FRIDAY, Nov. 20.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BETHESDA CAFÉ CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Dec 16, to send in their names and addresses, and the particulars of their debts or claims, to John Pritchard, Bodhyfryd, Bangor

FOREST CREEK (VICTORIA) GOLD REEFS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Dec 10, to send in their names and addresses, and the particulars of their debts or claims, to D G Lumsden, 138, Leadenhall st

FYLDE HOME BREWERY CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Hall, London st South, Fleetwood, solcr for liquidators

INDIA RUBBER MANUFACTURING CO, LIMITED—Petn for winding up, directed to be heard Nov 17, was adjourned, and will be heard on Dec 1. Worthington & Co, Nicholas ln, solrs for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 30

MINES DISCOVERY SYNDICATE (LIMITED)—Creditors are required, on or before Dec 19, to send their names and addresses, and the particulars of their debts or claims, to James A Scott, 19A, Coleman st

PATTISON & GEAR, LIMITED—Creditors are required, on or before Dec 24, to send in their names and addresses, and the particulars of their debts or claims, to Roland Allen Felton, 131, Edmund st, Birmingham

PHOTOGRAPHIC ASSOCIATION, LIMITED—Petn for winding up, presented Nov 19, directed to be heard Dec 1. Short, Donington House, Norfolk st, Strand, solcr for petners. Notice of appearing must reach reach the above-named not later than 6 o'clock in the afternoon of Nov 30

WALKER, CARVER, & CO, LIMITED—Creditors are required, on or before Jan 2, to send their names and addresses, and particulars of their debts or claims, to W. Bolton, 13, Spring gdns, Manchester. Sutton & Co, Manchester, solors for liquidator

London Gazette.—TUESDAY, Nov. 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BUILDERS WHOLESALE SUPPLY, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 8, to send their names and addresses, and the particulars of their debts or claims, to John Forrest, 539B, Salisbury House, London wall. Harman & Chalcraft, Coleman st, solors for liquidator

ELECTRIC TRAMWAYS TRUST, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 1, to send their names and addresses, and the particulars of their debts or claims, to Leslie Morse, 32, Queen Victoria st

LANDS TRUST CO, LIMITED—Creditors are required, on or before Jan 8, to send their names and addresses, and the particulars of their debts or claims, to Andrew Williamson, 27, Cornhill

MARTINOWSKY, BABB, & CO, LIMITED—Petn for winding up, presented Nov 21, directed to be heard Dec 8. Edwards & Sons, Moorgate st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 7

NON-DEPOSIT BEER CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to John W. Walper, 102, St Clement's House. Free & Winckworth, New Broad st, solors for liquidator

NUBIA (SUDAN) PROSPECTING SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 6, to send their names and addresses, and the particulars of their debts or claims, to Arthur Richard King Farlow, 4, King st, Cheapside. White & Co, Abchurch ln, solors for liquidator

SCARBOROUGH AND DISTRICT MOTOR VEHICLE SYNDICATE, LIMITED—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to Chas. E. Bradley, Huntriss chmbrs, Huntriss row, Scarborough

WIGAN AND ASPULL OMNIBUS CO, LIMITED—Creditors are required, on or before Dec 8, to send their names and addresses, and the particulars of their debts or claims, to Louis Athron, Whitehall, Aspull, Lancaster. Rowbottom & Milligan, Wigan, solors for liquidator

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 20.

ALSTON, GEORGE, West Bradford Dec 31 Holme, Clitheroe

AMOS, HARRIETT ELIZABETH, Milbourne, nr Malmesbury, Wilts Jan 1 Forrester & Co, Malmesbury

BLISSET, JANE, Freshford, nr Limpley Stoke, Wilts Dec 31 Batchelor & Batchelor, Greenwich

BOOTH, JOHN, Whittington, Staffs Dec 31 Hinckley & Brown, Lichfield

BROADBENT, JAMES, Chester, Grocer Nov 30 Smith & Sons, Hyde

BRUFORD, GEORGE, Harefield Valley, nr Uxbridge, Farmer Dec 22 Smallpeice & Co, Guildford

BUCKINGHAM, ALFRED, Upper Clapton Dec 31 Wright & Co, Lincoln's inn fields

BURGESS, JAMES ARTHUR, Boscombe, Southampton Dec 1 Luff & Raymond, Wimborne Minster, Dorset

BURSTALL, HANNAH, Putney Hill Dec 30 Oldman & Co, Old Serjeants' inn, Chancery ln

CATOR, Admiral RALPH PETER, Chelsea embankment Dec 25 Hubbard & Sheppard, Chancery ln

CHAPMAN, Rev WILLIAM HAY, Eastbourne Dec 31 Wynne-Baxter & Keeble, Laurence Pountney hill, Cannon st

CLARK, SARAH, Gracefield, Princes Risborough, Bucks Dec 31 Truefitt & Francis, Theobald's rd, Gray's inn

CLEMENCE, JANE, St Austell, Cornwall Dec 20 Shilson & Co, St Austell, Cornwall

CRAMBY, MARTINSON FRIZINGHALL, Bradford, Engineer Dec 21 Gaunt & Newton, Bradford

DALE, EDWARD ROBERT, Salisbury, Electrical Engineer Dec 14 Andrews & Huxtable, Dorchester

ECCLES, JOSEPH SNAPE, St Helens, Lancs, Cigar Dealer Dec 31 Swift & Garner, St Helens

ELLIOTT, CHARLES JAMES, Withington, Lancs, Cotton Spinner Dec 15 Crowther & Marsh, Manchester

ELWIN, THOMAS LIGHT, Saltburn by the Sea, Yorks Dec 16 Jackson & Jackson, Middlesbrough

FELLOWS, FREDERICK, Sheffield, Publican Dec 31 Howe, Sheffield

GEE, MARTHA, Kearsley, Lancs Dec 14 Fullagar & Co, Bolton

GIBBS, CHARLOTTE, Rewfant rd, Upper Tooting Dec 12 Miller & Co, Telegraph st

HODGSON, ALICE, Kirkham Dec 7 Catterall & Livesay, Preston

HOHENSEIN, CHRISTIAN MICHAEL, Pudsey, Yorks, Pork Butcher Feb 1 Middlemiss & Pearce, Kingston upon Hull

HOLLOWAY, JANE, Redland, Bristol Jan 1 Laxton, Bristol

HUGHES, THOMAS, Nordelph, Norfolk, Farmer Dec 21 Reed & Wayman, Downham Market, Norfolk

KNOWLES, ALICE, Hazel Grove cum Bramhall, Chester Dec 21 Grundey, Stockport

LEA, ELIZA, Southport Dec 31 Dibb, Manchester

LLOYD, GRIFFITH JONES, Sutton Coldfield, Warwick Dec 21 Crockford, Birmingham

LUMB, RICHARD, Dewsbury, Gas Works Foreman Jan 1 Dwyer, Dewsbury

MAITLAND, ARTHUR, Shudy Camps Park, Cambridge Jan 11 Eaden & Spearing, Cambridge

MARTIN, ELIZABETH WILLIAMS, Henfield, Sussex Jan 1 Upperton & Bacon, Brighton

MAYCOCK, BENJAMIN JOHN, Stoke Newington, Oilman Jan 31 Andrew & Co, Gt James st, Bedford row

MILBURN, SARAH, Southport Dec 31 Dibb, Manchester

MORGAN, JAMES, Macclesfield Dec 31 Hanbury & Co, New Broad st

NORTHCOTE, STAFFORD CHARLES, Onslow gdns, South Kensington, Silk Merchant Jan 1 Pears & Co, Albemarle st

OSTICK, JOSEPH, Alderley Edge, Chester, Butcher Dec 21 Domakin, Manchester

PIDDUCK, WILLIAM, Worth, nr Dover, Market Gardener Dec 11 Emmerson & Co, Deal

PORT, JOHN, Petersfield, Hants, Farmer Dec 5 Robins, Petersfield

POWELL, RICHARD EBENEZER, Winterbrook, nr Wallingford Jan 8 Sheffield & Co, St Swithin's ln

REED, JOHN, Winchmore Hill Dec 24 Nash & Co, Queen st, Cheapside

RIMMER, ELLEN, Putney, Domestic Servant Dec 2 Kean, Fleetwood

ROWLEY, ROBERT HORSLEY RICKETTS, Royal Artillery Dec 20 Sharpe & Co, New ct, Carey st

SCHILIZZI, GEORGE DEMETRIUS, Gt Winchester st Dec 17 Freshfields, Old Jewry

SIMMONS, ELIZABETH, Clapham Jan 30 Jones, Ludgate hill

SMITH, JOHN TOMBS PAIGNTON, Bourton, Berks, Farmer Dec 22 Townsend & Co, Swindon

STOCK, FREDERICK RICHARD, Acton Dec 22 Brown, Lincoln's inn fields

STOKES, MARY, Cievedon, Somerset Jan 7 O'Donoghue & Forbes, Bristol

STOPFORD, FREDERICK WILLIAM, Hooley Hill, Lancs, Fent Dealer Dec 23 Brooks & Co, Manchester

STOPFORD, SARAH, Onslow sq Dec 12 Thorold & Co, Regent st

STUART, LOUISA JESSIE, Avondale sq, Old Kent rd Dec 21 Pritchard & Sons, Gracechurch st

TALLERMAN, LEWIS ABRAHAM, Welbeck st Jan 1 Tatham & Lousada, Old Broad st

TEASDALE, WASHINGTON, Headingley, Leeds Dec 23 Barr & Co, Leeds

THOMAS, WILLIAM, Easville, Bristol, Contractor Dec 21 Lawrence & Co, Bristol

UMPLEBY, Rev FREDERICK, Osbaldwick, Yorks Jan 20 Nicholson & Brown, York

WHATEN, CHARLOTTE MARY STILWELL WALKER, Wandsworth Dec 24 Nash & Co, Queen st

London Gazette.—TUESDAY, Nov. 24.

BARKER, FREDERICK HAND, Tandridge, Surrey Jan 1 Carter & Barber, Eldon st

BARKER, JOHN, West Hartlepool Dec 31 Turnbull & Tilly, West Hartlepool

BENFORD, GEORGE KING, Odiham, Hants, Farmer Dec 5 Brockhurst, Odiham

BENNET, MARY ANN BURLTON, Upper Norwood Jan 4 Robbins & Co, Strand

BEYNON, Maj Gen WILLIAM HOWELL, Hove, Sussex Dec 31 Walker & Co, Theobald's rd, Gray's inn

BLACK, HENRY, Knight's Enham, Southampton, Dealer Dec 1 Footner, Andover

BORRADAILE, GERTRUDE, Surbiton Dec 18 Thorne & Welsford, Gracechurch st

BULL, RICHARD GOODHIND, Fenchurch st Jan 1 Marcus & Barraclough, Broad st av

BUTCHER, MARY WOOD, Southport Dec 30 Wiggleworth & Son, Manchester

CARRELL, SOPHIA JANE, Hastings Dec 19 Davenport & Co, Hastings

CAVENDISH, SUSANNA, Wimbledon Dec 2 Parkes & Powell, Fleet st

COLDICUTT, GEORGE, Birmingham, Posting Master Dec 31 Rasco & Harris, Birmingham

COLLINSON, HANNAH DINAH, Mossley in Congleton, Chester Dec 14 Worthington, Hanley

CROZIER, JOHN, Threlkeld, Cumberland Dec 22 Broatch & Co, Keswick

DOWNEY, ELIZABETH, Hessle, nr Hull Dec 31 Stephenson, Hull

DRIFFIL, ANN ELIZA Dec 19 Rollit & Sons, Hull

DUNDERDALE, ISABELLA, Poulton le Fylde, Lancs Dec 23 Finch & Co, Preston

DUNKERLEY, MARY, Macclesfield Dec 24 Hand, Macclesfield

ELLIS, THOMAS ROBERT, Bury St Edmunds, Pork Butcher Jan 6 Greene, Bury St Edmunds

GREENWOOD, JAMES H, Eastcheap, Builder Dec 4 Crocker, Finsbury pavement
HARMS, REINHARD OTTEN, Sunderland, Fruiterer Dec 10 Burnicle & Morton, Sunderland
HARRISON, THOMAS, Sidmouth Jan 21 Adam & Co, Bath
HAY, JAMES, Croydon Dec 31 Williams, Leicester
HEATH, JANE, Godalming Dec 31 Le Brasseur & Bowen, Newport, Mon
HOWARD, SUSAN, Lee, Kent Dec 31 Murray & Co, Birch ln
HUNTINGTON, JOSEPH, Hock Ferry Dec 28 Hosking, Liverpool
HUTTON, GEORGE Weston super Mare Dec 31 Wansbrough & Co, Bristol
JACOBS, HARRY, Greville rd, Maida Vale Jan 31 Jacobs & Greenwood, Queen Victoria st
JOHNSON, WILLIAM HENRY HALBY, Handsworth Jan 4 Pointon, Birmingham
KAY, SARAH, Southsea Dec 14 Addison & Son, Portsmouth
MALLAM, ROBERT DALTON, Avonmore rd, Kensington Dec 31 Chapman, South sq, Gray's inn
MEREDITH, THOMAS, Chepstow, Mon, Gardener Dec 28 Harwards & Co, Stourbridge
MILWARD, GEORGE NEWELL, Handsworth, Traveller Dec 12 Dale, Birmingham
MITCHISON, ANN, Gateshead Dec 31 Dransfield & Elsdon, Newcastle on Tyne
MOONEY, MARY ANN, Tottenham Dec 21 Stanley & Co, Theobald's rd, Bedford row
MUSGRAVE, FREDERICK BERNARD, Leeds, Surgeon Dec 16 Morgan, Leeds
NEEMS, TIMOTHY, Cheltenham Dec 31 Grimes & Barry-Lewis, Gloucester
NETTLETON, EDWARD, Brighouse, Quarryman Dec 31 Shoesmith, Halifax
OLDFIELD, EDWARD, Forest Gate Dec 31 Lendon, Budge row
OWEN, THOMAS, Wellington, Salop Dec 30 Urry, Shrewsbury
POOLE, MARGARET JONES, Winchester Jan 9 Minet & Co, King William st
RIDLEY, ELIZA, St Clears, Carmarthen Dec 31 Lewis & James, Narberth
ROBINSON, WILLIAM, Pendleton, nr Manchester, Butcher Jan 2 Doyle, Manchester
SANDERS, FRANCES, Exeter Jan 1 Roberts & Andrew, Exeter
SCOTT, WILSON, Oldham, Builder Dec 21 Taylor, Oldham
SHEAN, Rev HARRY SHUM, Poling, Sussex Dec 26 Capron & Sparkes, Guildford
SIBBALD, AGNES, South Shields Dec 21 Moore & Armstrong, South Shields
SMITH, ROBERT ALEXANDER, St John's Wood Jan 1 Hallowes & Co, Bedford row
SUGDEN, MATILDA, Ledbury Dec 16 Perkins & Perkins, York
WATSON, WILLIAM, Horncastle, Lincs Jan 1 Roberts, Horncastle
WELSFORD, FREDERICK WILLIAM BRODRIBB, Ryde, I of W Dec 31 Mear, Old Serjeants' inn
WRIGHT, HARRIETT ANN, St Anne's on the Sea, Lancs Dec 19 Scholes, Manchester

Bankruptcy Notices.

London Gazette.—FRIDAY, Nov. 20.

RECEIVING ORDERS.

BAILEY, ALFRED OWEN, East Molesey, Surrey, Coal Merchant Kingston, Surrey Pet Nov 17 Ord Nov 17
BIRD, JAMES HENRY, Gresham bldgs, Basinghall st, Solicitor High Court Pet Oct 26 Ord Nov 16
BONIFACE, ALBERT, Weybridge, Silversmith Kingston, Surrey Pet Nov 16 Ord Nov 16
BRAZENDALE, THOMAS ALEXANDER, Wigan, Boot Dealer Wigan Pet Nov 13 Ord Nov 18
BROWNE, ROLAND, Bramham gdns, Earl's Court, Motor Car Agent High Court Pet Oct 23 Ord Nov 16
CAWTHORNE, JOHN THOMAS, Nottingham, Carpenter Nottingham Pet Nov 17 Ord Nov 17
CHAMBERS, ANGUS HENRY, Plumstead, Licensed Victualler Greenwich Pet Nov 17 Ord Nov 17
CHAPMAN, JOHN FAWCETT, Ilkley, Tailor Leeds Pet Nov 17 Ord Nov 17
CLOW, ARTHUR, Hacheston, Suffolk, Blacksmith Ipswich Pet Nov 16 Ord Nov 16
COATES, EDWIN, Bentham, Yorks, Innkeeper Kendal Pet Nov 16 Ord Nov 15
DALLEY, THOMAS CALDWELL, Stoke upon Trent Stoke upon Trent Pet Nov 18 Ord Nov 18
DAVIES, THOMAS, Atherton, Lancs, Grocer Bolton Pet Nov 17 Ord Nov 17
DAVIES, WILLIAM JOHN, and JOHN JONES, Aberdare, China Dealers Aberdare Pet Nov 18 Ord Nov 18
EDMUNDS, OBADIAH PHILIP, Caerphilly, Glam, Boot Dealer Pontypridd Pet Nov 16 Ord Nov 16
FLEETWOOD, WILLIAM, Hightown, Lancs, Farmer Liverpool Pet Nov 16 Ord Nov 16
FOWNES, GILBERT, Chelsea High Court Pet Nov 17 Ord Nov 17
GARBUTT, JOHN ROBERT, Radcliffe, Lancs, Labourer Bolton Pet Nov 17 Ord Nov 17
GREEN, FREDERICK WILLIAM, Barnes Wandsworth Pet Nov 16 Ord Nov 16
HOPPER, WATSON, Darlington, Engine Fitter Stockton on Tees Pet Nov 16 Ord Nov 16
LACY, EDWARD, Lambeth, Engineer's Manager High Court Pet Nov 17 Ord Nov 17
LANGLEY, ALBERT, Cambridge, Farmer Cambridge Pet Oct 31 Ord Nov 16
LUPTON, LISHMAN, Cark in Cartmel, Painter Barrow in Furness Pet Nov 16 Ord Nov 16
LYONS, HARRY, Penyrynis, Merthyr Tydfil, Furniture Dealer Merthyr Tydfil Pet Nov 16 Ord Nov 16
MARSDEN, SAMUEL, Morley, Yorks, Joiner Dewsbury Pet Nov 18 Ord Nov 18
MASON, JAMES FREDERICK, Stirling rd, Clapham, Carman High Court Pet Nov 16 Ord Nov 16
MIDGLEY, GEORGE HERMAN, Woolley Edge, Yorks, Glass Merchant Wakefield Pet Nov 16 Ord Nov 16
MILLAR, SAMUEL CRAWFORD, Barnsley, Commercial Traveller Barnsley Pet Nov 16 Ord Nov 16
MILLER, ALICE, Bournemouth, Lodging house Keeper Poole Pet Nov 16 Ord Nov 16
MORGAN, DAVID, Glyncoch Mill Farm, nr Pontypridd, Dairy Farmer Pontypridd Pet Nov 18 Ord Nov 18
NICHOLSON, MARY LOUISA, Keppel st, Russell sq, Boarding house Keeper High Court Pet Nov 18 Ord Nov 18
PARR, FRANCIS, Birmingham, Perambulator Fittings Manufacturer Birmingham Pet Nov 17 Ord Nov 17
PARRY, WILLIAM JAMES, Longhope, Glos, Farmer Gloucester Pet Nov 17 Ord Nov 17
PECK, WILLIAM JAMES, East Dulwich High Court Pet Nov 3 Ord Nov 18
PRATT, WILLIAM, Lincoln, Commercial Traveller Lincoln Pet Nov 17 Ord Nov 17
ROOTES, HENRY JOHN, Maidstone, Licensed Victualler Maidstone Pet Nov 18 Ord Nov 18
ROUTLEDGE, JOSEPH EDWARD, Almondbury, Huddersfield, Currier Huddersfield Pet Nov 14 Ord Nov 14
SEIMONS, JOSEPH, Carlton ter, Westbourne Park, Watchmaker High Court Pet Nov 17 Ord Nov 17
TAYLOR, THOMAS, Underbarrow, Westmorland, Farmer Kendal Pet Nov 17 Ord Nov 17
THOMAS, JOSEPH, Pontygwaith, Glam, Collier, late Baker Pontypridd Pet Nov 17 Ord Nov 17
TURNER, WILLIAM, Ipswich, General Smith Ipswich Pet Nov 17 Ord Nov 13
WHITEHEAD, JOHN, Dewsbury, Blacksmith Dewsbury Pet Nov 16 Ord Nov 16
WILCOX, MARTIN, Cheltenham, Market Gardener Worcester Pet Nov 16 Ord Nov 16
WILKINSON, BASIL THOMAS, Barrow in Furness, Insurance Agent Barrow in Furness Pet Nov 6 Ord Nov 18

FIRST MEETINGS.

ANDREWS, SAMUEL ALFRED, Walkergate, Northumberland, Draper Nov 28 at 11.30 Off Rec, 30, Mosley st, Newcastle upon Tyne
BAKER, ALFRED, Kingston upon Hull Nov 28 at 11 Off Rec, Trinity House ln, Hull
BIRD, JAMES HENRY, Basinghall st, Solicitor Dec 1 at 1 Bankruptcy bldgs, Carey st
BOLTON, ARTHUR, Earlsdon, Coventry, Order Clerk Nov 30 at 12 Off Rec, 17, Hertford st, Coventry
BRAND, WILLIAM TWADDLE, Wallsend, Fruiterer Nov 28 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
BROWNE, ROLAND, Bramham gdns, Earl's Court, Motor Car Agent Nov 30 at 11 Bankruptcy bldgs, Carey st
BUNCE, JAMES ALBERT, Newport, I of W. Builder Nov 28 at 12 Off Rec, 19, Quay st, Newport, I of W
BURR, SAMUEL, Wood Green, Builder Nov 30 at 3 Off Rec, 14, Bedford row
CHAPMAN, JOHN FAWCETT, Ilkley, Yorks, Tailor Nov 30 at 12 Off Rec, 22, Park row, Leeds
COOK, ARTHUR GILBERT, Scarborough, Sweet Manufacturer Nov 30 at 4 74, Newborough, Scarborough
DAVIES, THOMAS, Atherton, Lancs, Grocer Dec 2 at 3 19, Exchange st, Bolton
EYTON-JONES, JOHN ARTHUR, Wrexham, Surgeon Nov 28 at 11.4 The Priory, Wrexham
FOWNES, GILBERT, Chelsea Dec 1 at 12 Bankruptcy bldgs, Carey st
GARBUTT, JOHN ROBERT, Radcliffe, Lancs, Labourer Dec 1 at 3 19, Exchange st, Bolton
GLOVER, EUGENIE, Chelmsford, Mineral Water Manufacturer Dec 2 at 2 Shireball, Chelmsford
HODDER, JACOB JAMES, Penydarren, Merthyr Tydfil, Baker Dec 2 at 12 135, High st, Merthyr Tydfil
JAMES, REUBEN MAURICE, Woolaston, nr Lydney, Glos, Insurance Agent Dec 2 at 12.30 Off Rec, Westgate chmbrs, Newport, Mon
JONES, EDWARD TUDOR, Liverpool, Tailor Nov 28 at 11 Crypt chmbrs, Eastgate row, Chester
LUFF, THOMAS, CHARLES, Tintern, Mon, Assistant Overseer Dec 2 at 12 Off Rec, Westgate chmbrs, Newport, Mon
MAGGI, LAURA, Cardiff, Milliner Nov 30 at 11.30 117, St Mary st, Cardiff
MALE, ELLIOTT WILLIAM GRAVES, Newport, Chemist Dec 2 at 11 Off Rec, Westgate chmbrs, Newport, Mon
MIDGLEY, GEORGE HERMAN, Woolley Edge, Yorks, Glass and China Merchant Nov 30 at 11 Off Rec, 6, Bond ter, Wakefield
MORGAN, DAVID, Upper Tooting rd, Fancy Draper Dec 1 at 11.30 24, Railway app, London Bridge
POVEY, JOHN, Farnham, Grocer Nov 30 at 12.30 24, Railway app, London Bridge
PRIESTLEY, WILLIAM, Altrincham, Cheshire, Agent Nov 30 at 2.30 Off Rec, Byrom st, Manchester
RANDALL, WILLIAM AUGUSTUS, Nottingham, Tailor Nov 30 at 11.30 Off Rec, 4, Castle pl, Park st, Nottingham
REES, RHYS, Pontycymmer, Glam, Grocer Nov 30 at 3 117, St Mary st, Cardiff
ROBERTS, NATHANIEL, Penygraig, Glam, Grocer Nov 30 at 3 135, High st, Merthyr Tydfil
SEIMONS, JOSEPH, Carlton ter, Westbourne pk, Watch Maker Dec 2 at 12 Bankruptcy bldgs, Carey st
SHARE, CHARLES EDWARD, Treherbert, Glam, Painter Dec 1 at 12 135, High st, Merthyr Tydfil
THOMAS, THOMAS, Hirwain, Glam, Plumber Dec 3 at 2 135, High st, Merthyr Tydfil
TURNER, JOHN, Long Preston, Yorks, Licensed Victualler Nov 30 at 3 Off Rec, 29, Tyrrel st, Bradford
WALTER, ROBERT OSCAR, Gloucester, Coach Builder Nov 28 at 12 Off Rec, Station rd, Gloucester
WARNER, FRANK, Leamington, Draper Nov 30 at 11 Off Rec, 17, Hertford st, Coventry
WEBSTER, JOHN GEORGE, Sutton in Ashfield, Nottingham, Boot Dealer Nov 30 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
WHITWORTH, WILLIAM HENRY, Measham, Leicester, Outfitter Nov 28 at 11 Off Rec, Full st, Derby
WILCOX, MARTIN, Cheltenham, Market Gardener Nov 28 at 11 45, Copenhagen st, Worcester
WILLIAMS, JOHN, Morriston, Glam, Carpenter Nov 28 at 11.30 Off Rec, 31, Alexandra rd, Swansea
WILLIAMS, LLEWELLYN, Treherbert, Glam, Auctioneer Dec 2 at 11.30 Off Rec, 4, Queen st, Carmarthen
WYMONDE, THOMAS HERBERT, Ryder st, St James', Engineer Nov 30 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

BAILEY, ALFRED OWEN, East Molesey, Surrey, Coal Merchant Kingston, Surrey Pet Nov 17 Ord Nov 17
BICKLEY, SARAH, Walsall, Milliner Walsall Pet Oct 29 Ord Nov 16
CAWTHORNE, JOHN THOMAS, Nottingham, Carpenter Nottingham Pet Nov 17 Ord Nov 17
CHAMBERS, ANGUS HENRY, Plumstead, Licensed Victualler Greenwich Pet Nov 17 Ord Nov 17
CHAPMAN, JOHN FAWCETT, Ilkley, Yorks, Tailor Leeds Pet Nov 17 Ord Nov 17
CLOW, ARTHUR, Hacheston, Suffolk, Blacksmith Ipswich Pet Nov 16 Ord Nov 16
COATES, EDWIN, Bentham, Yorks, Innkeeper Kendal Pet Nov 16 Ord Nov 16
DALLEY, THOMAS CALDWELL, Stoke upon Trent, Wine Merchant Stoke upon Trent Pet Nov 18 Ord Nov 18
DAVIES, THOMAS, Atherton, Lancs, Grocer Bolton Pet Nov 17 Ord Nov 17
DAVIES, WILLIAM JOHN, and JOHN JONES, Aberdare, China Dealers Aberdare Pet Nov 18 Ord Nov 18
FLEETWOOD, WILLIAM, Hightown, Lancs, Farmer Liverpool Pet Nov 16 Ord Nov 16
FOWNES, GILBERT, Chelsea High Court Pet Nov 17 Ord Nov 17
GARBUTT, JOHN ROBERT, Radcliffe, Lancs, Labourer Bolton Pet Nov 17 Ord Nov 17
GREEN, FREDERICK WILLIAM, Barnes Wandsworth Pet Nov 16 Ord Nov 16
HOPPER, WATSON, Darlington, Engine Fitter Stockton on Tees Pet Nov 16 Ord Nov 16
LACY, EDWARD, Lambeth, Engineer's Manager High Court Pet Nov 17 Ord Nov 17
MANNING, WILLIAM RICHARD, Brighton, Estate Agent Brighton Pet Nov 13 Ord Nov 16
MARSDEN, SAMUEL, Morley, Yorks, Joiner Dewsbury Pet Nov 18 Ord Nov 18
MASON, JAMES FREDERICK, Clapham, Carman High Court Pet Nov 16 Ord Nov 16
MIDGLEY, GEORGE HERMAN, Woolley Edge, Yorks, Glass Merchant Wakefield Pet Nov 16 Ord Nov 17
MILLAR, SAMUEL CRAWFORD, Barnsley, Commercial Traveller Barnsley Pet Nov 16 Ord Nov 16
MILLER, ALICE, Bournemouth, Lodging house Keeper Poole Pet Nov 16 Ord Nov 16
MORGAN, DAVID, Glyncoch Mill Farm, nr Pontypridd, Dairy Farmer Pontypridd Pet Nov 18 Ord Nov 18
PARRY, WILLIAM JAMES, Longhope, Glos, Farmer Gloucester Pet Nov 17 Ord Nov 17
PEARCE, ARMINE WODEHOUSE, Salisbury House, Finsbury circus High Court Pet July 17 Ord Nov 16
PRATT, WILLIAM, Lincoln, Commercial Traveller Lincoln Pet Nov 17 Ord Nov 17
ROOTES, HENRY JOHN, Maidstone, Licensed Victualler Maidstone Pet Nov 18 Ord Nov 18
ROUTLEDGE, JOSEPH EDWARD, Almondbury, Huddersfield, Currier Huddersfield Pet Nov 14 Ord Nov 16
SMITH, EDWIN YARINGTON, Streatham, Costumier Wandsworth Pet Oct 24 Ord Nov 18
STANTON, ISAAC FRANCIS Brompton rd, South Kensington, Ironmonger High Court Pet Nov 7 Ord Nov 16
TAYLOR, THOMAS, Underbarrow, Westmorland, Farmer Kendal Pet Nov 17 Ord Nov 17
THOMAS, JOSEPH, Pontygwaith, Glam, Collier Pontypridd Pet Nov 17 Ord Nov 17
TURNER, WILLIAM, Ipswich, General Smith Ipswich Pet Nov 17 Ord Nov 17
WHITEHEAD, JOHN, Dewsbury, Blacksmith Dewsbury Pet Nov 16 Ord Nov 16
WILCOX, MARTIN, Cheltenham, Market Gardener Worcester Pet Nov 16 Ord Nov 16

ADJUDICATION ANNULLED.

ASHWORTH, THOMAS, Higginshaw ln, Oldham, Tobacconis Oldham Adjud July 2 Annul Nov 12

London Gazette.—TUESDAY, Nov. 24.

RECEIVING ORDERS.

ARDLEY, THOMAS BARKER, Long Melford, Suffolk, Corn Merchant Colchester Pet Nov 20 Ord Nov 20
BARNES, JOHN, Glossop, Derby, Milliner Ashton under Lyne Pet Nov 5 Ord Nov 20
BARRETT, GEORGE, Stoke upon Trent, Tentmaker Stoke upon Trent Pet Nov 21 Ord Nov 21
BAZELEY, JOSEPH, Northampton, Cycle Manufacturer Northampton Pet Nov 21 Ord Nov 21
BICKNELL, TALLISS MIDDLETON, Smethwick, Staffs, Builder West Bromwich Pet Nov 21 Ord Nov 21
BIRD, HERBERT WILLIAM, St Albans, Herts, Grocer St Albans Pet Nov 18 Ord Nov 18
BROWN, JAMES ARTHUR, Southwell, Notts Nottingham Pet Nov 6 Ord Nov 19
BURNETT, WILLIAM JOHN, Kingston upon Hull, Outfitter Kingston upon Hull Pet Nov 21 Ord Nov 21
CARTER, SUSANNAH, Colne, Lancs, Greengrocer Burnley Pet Nov 21 Ord Nov 21
CLUETT, ALBERT, West Knoyl, Wilts, Dairyman Salisbury Pet Nov 19 Ord Nov 19
DAVIES, JAMES ALFRED, Merthyr Tydfil, Draper Merthyr Tydfil Pet Nov 19 Ord Nov 19
DENTER, SAMUEL, Arnold, Notts Nottingham Pet Nov 21 Ord Nov 21
EDWARDS, JOHN, Hanley, Grocer Hanley Pet Nov 19 Ord Nov 19
GERRING, WILLIAM, Hanwell, Builder Brentford Pet Oct 15 Ord Nov 20
GRAVE, FOSTER, Chancery lane, Solicitor High Court Pet Oct 29 Ord Nov 20
HENDY, CHARLES ROBERT, Southsea, Outfitter Portsmouth Pet Nov 18 Ord Nov 18
HOWE, WILLIAM, Low Hesket, nr Carlisle, Steam Thresher Carlisle Pet Nov 19 Ord Nov 19
JONES, DANIEL, Taibach, Port Talbot, Glam, Grocer Aberavon Pet Nov 9 Ord Nov 19
LAYTON, A G W, Southsea, Boot Dealer Portsmouth Pet Nov 2 Ord Nov 18
MADDALENI, A, Southend on Sea, Builder High Court Pet Oct 16 Ord Nov 18
MEAGHER, WILLIAM PATRICK, Howick, nr Preston, Accountant Preston Pet Nov 21 Ord Nov 21
PERRINS, THOMAS, Oakengates, Salop, Greengrocer Madeley Pet Nov 10 Ord Nov 10

PODD, ROBERT JAMES, Aldeburgh on Sea, Suffolk, Tailor Ipswich Pet Nov 20 Ord Nov 20
PRYCE, SELINA ANN, Lowestoft, Ironmonger Gt Yarmouth Pet Nov 4 Ord Nov 20
SIMMONS, WILLIAM HENRY, West Birmingham, House Painter Birmingham Pet Nov 21 Ord Nov 21
SMITH, DAVID, Lower Clapton rd High Court Pet Sept 30 Ord Nov 19
SMITH, HARRY SIDNEY, Brighton, Cycle Agent Brighton Pet Nov 19 Ord Nov 19
SPARKS, EDWIN, Norwich, Cycle Agent Norwich Pet Nov 19 Ord Nov 19
STAINTON, EDWARD, and RICHARD MARTYR LATHAM, Abchurch ln, Bankers High Court Pet Nov 23 Ord Nov 23
STEVENSON, PERCY, Brecknock rd, Camden Town, Grocer High Court Pet Nov 21 Ord Nov 21
WELSH, EDWARD, Thornaby on Tees, Yorks, Undertaker Stockton on Tees Pet Nov 20 Ord Nov 20
WHITEHOUSE, ALBERT EDMUND, Queen's Park, Manchester, General Commission Agent Manchester Pet Nov 21 Ord Nov 21
WILKINSON, BENJAMIN, Nelson, Lancs, Weaver Burnley Pet Nov 19 Ord Nov 19
WILLIAMS, WILLIAM, New Tredegar, Mon, Collier Tredegar Pet Nov 21 Ord Nov 21
WOODS, FRANK WILLIAM, Surbiton rd, Surrey High Court Pet Oct 14 Ord Nov 19
WRIGHT, JOSEPH, Leeds, Coal Hawker Leeds Pet Nov 19 Ord Nov 19

FIRST MEETINGS.

BAILEY, ALFRED OWEN, East Molesey, Corn Merchant Dec 4 at 11.30 24, Railway app, London Bridge
BRAZENDALE, THOMAS ALEXANDER, Wigan, Boot Dealer Dec 2 at 11 19, Exchange st, Bolton
CAWTHORNE, JOHN THOMAS, Nottingham, Carpenter Dec 2 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
CLOW, ARTHUR, Hacheston, Suffolk, Blacksmith Dec 18 at 2 Off Rec, 36, Princes st, Ipswich
CLUETT, ALBERT, West Knowle, Wilts, Dairyman Dec 2 at 12 Off Rec, Endless st, Salisbury
EVERSON, JOHN, Newport, Grocer Dec 3 at 11 Off Rec, Westgate chmbrs, Newport, Mon
FLEETWOOD, WILLIAM, Hightown, Lancs, Farmer Dec 2 at 12 Off Rec, 35, Victoria st, Liverpool
FUNNELL, GEORGE, Shenley, Herts, Baker Dec 7 at 12 14, Bedford row
GRAY, WALLIS, Cleethorpes, Fancy Dealer Dec 2 at 11 Off Rec, 15, Osborne st, Gt Grimsby
HAMILTON, W, Albany st, Regent's Park Dec 4 at 12 Bankruptcy bldgs, Carey st
HANWELL, ALFRED, Parkstone, Dorset, Greengrocer Dec 2 at 12.30 Off Rec, Endless st, Salisbury
HENDY, CHARLES ROBERT, Southsea, Outfitter Dec 3 at 3 Off Rec, Cambridge junc, High st, Portsmouth
HOPPER, WATSON, Darlington, Engine Fitter Dec 2 at 3 Off Rec, 8, Albert rd, Middlesbrough
JOLIFFE, WILLIAM CLIFFORD, Halesowen, Worcester, Draper Dec 11 at 11 Off Rec, 199, Wolverhampton st, Dudley
LACY, EDWARD, Lambeth, Engineer's Manager Dec 2 at 11 Bankruptcy bldgs, Carey st
LAYTON, A G W, Southsea, Boot Dealer Dec 2 at 3 Off Rec, Cambridge junc, High st, Portsmouth
LEITH, FRANK ROBERT, Selsey, nr Chichester Dec 10 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton
LYONS, HARRY, Merthyr Tydfil, Furniture Dealer Dec 4 at 3 135, High st, Merthyr Tydfil
MAESDEN, SAMUEL, Morley, Yorks, Joiner Dec 2 at 12 Off Rec, Bank chmbrs, Corporation st, Dewsbury
MASON, JAMES FREDERICK, Clapham, Carman Dec 2 at 12 Bankruptcy bldgs, Carey st
MILLAR, SAMUEL CRAWFORD, Barnsley, Commercial Traveller Dec 2 at 10.15 Off Rec, 7, Regent st, Barnsley
NEALE, GEORGE, Fulham Palace rd Dec 4 at 11 Bankruptcy bldgs, Carey st
PECK, WILLIAM JAMES, East Dulwich Dec 3 at 11 Bankruptcy bldgs, Carey st
PRATT, WILLIAM, Lincoln, Commercial Traveller Dec 10 at 12 Off Rec, 31, Silver st, Lincoln
RAINS, ROBERT HARDING, Bolton, Surgeon Dec 3 at 3 19, Exchange st, Bolton
RIDGE, SAMUEL, Sheffield, Tilter Dec 2 at 12.30 Off Rec, Figtree ln, Sheffield
ROOTES, HENRY JOHN, Maidstone, Licensed Victualler Dec 2 at 11 9, King st, Maidstone
ROUTLEDGE, JOSEPH EDWARD, Huddersfield, Currier Dec 3 at 3 Off Rec, Prudential bldgs, New st, Huddersfield
SEARCH, PERCY, Gt Yarmouth Dec 2 at 1 Off Rec, 8, King st, Norwich
SMITH, DAVID, Lower Clapton rd Dec 3 at 12 Bankruptcy bldgs, Carey st
STAINTON, EDWARD, and RICHARD MARTYR LATHAM, Abchurch ln, Bankers Dec 2 at 2.30 Bankruptcy bldgs, Carey st
THOMAS, JOHN, Pontardulais, Glam, Grocer Dec 3 at 11.45 Off Rec, 31, Alexandra rd, Swansea
TURNER, WILLIAM, Ipswich, Farrier Dec 2 at 2 Off Rec, 36, Princes st, Ipswich
URBAN, CHARLES, Rupert st, Piccadilly, Animated Picture Film Manufacturer Dec 2 at 11 Bankruptcy bldgs, Carey st
WELSBY, FRANK ALBERT, Longsight, Manchester, Agent for Chemical Plant Manufacturers Dec 2 at 3 Off Rec, Byrom st, Manchester
WHITEHEAD, JOHN, Dewsbury, Blacksmith Dec 2 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury
WILSON, GEORGE WILLIAM, Sheffield, Confectioner Dec 2 at 12 Off Rec, Figtree ln, Sheffield
WOODS, FRANK WILLIAM, Surbiton Dec 3 at 2.30 Bankruptcy bldgs, Carey st
WRIGHT, JOSEPH, Leeds, Coal Hawker Dec 2 at 11 Off Rec, 22, Park row, Leeds

ADJUDICATIONS.

ANDREAS, ADAM, Stratford High Court Pet Oct 22 Ord Nov 20
ARDLEY, THOMAS BARKER, Long Melford, Suffolk, Coal Merchant Colchester Pet Nov 20 Ord Nov 20
ATKIN, ROBERT, JOHN ARTHUR ATKIN, and EDWARD BURRELL, Newcastle upon Tyne, Builders Newcastle on Tyne Pet Sept 15 Ord Nov 18
BAILEY, JOHN FRANCIS SKINNER, Dover, Draper Canterbury Pet Oct 17 Ord Nov 21
BARRETT, GEORGE, Stoke upon Trent, Tent Maker Stoke upon Trent Pet Nov 21 Ord Nov 21
BICKNELL, TALLISS MIDDLETON, Smethwick, Carpenter West Bromwich Pet Nov 21 Ord Nov 21
BIRCHALL, OSWALD, Leeds, Woollen Manufacturer Leeds Pet Nov 2 Ord Nov 20
BIRD, HERBERT WILLIAM, St Albans, Grocer St Albans Pet Nov 18 Grd Nov 18
BRAZENDALE, THOMAS ALEXANDER, Wigan, Boot Dealer Wigan Pet Nov 13 Ord Nov 21
BURNETT, WILLIAM JOHN, Kingston upon Hull, Clothier Kingston upon Hull Pet Nov 21 Ord Nov 21
BUTLER, WALTER, Borrow in Furness, Clothier Barrow in Furness Pet Oct 16 Ord Nov 18
CARTER, SUSANNAH, Colne, Lancs, Greengrocer Burnley Pet Nov 21 Ord Nov 21
CLUETT, ALBERT, West Knoyle, Wilts, Dairyman Salisbury Pet Nov 19 Ord Nov 19
COHEN, BARNET, Clerkenwell rd, Cycle Agent High Court Pet Oct 8 Ord Nov 20
CROWLEY, MARY ANN ELIZABETH, Pattishall, Farmer Northampton Pet Nov 5 Ord Nov 21
DAVIES, JAMES ALFRED, Merthyr Tydfil, Draper Merthyr Tydfil Ord Sept 19 Ord Nov 19
DENTON, W S, Northampton Northampton Pet Sept 16 Ord Nov 17
DEXTER, SAMUEL, Arnold, Notts Nottingham Pet Nov 21 Ord Nov 21
GREAVES, JOHN HOLMES, Harringay, Architect High Court Pet Oct 29 Ord Nov 20
HANWELL, ALFRED, Parkstone, Dorset, Greengrocer Poole Pet Nov 12 Ord Nov 18
HARARI, JOSHUA, Southport, Commission Agent Manchester Pet July 11 Ord Oct 1
HENDY, CHARLES ROBERT, Southsea, Outfitter Portsmouth Pet Nov 18 Ord Nov 18
HOWE, WILLIAM, Low Hesket, nr Carlisle, Innkeeper Carlisle Pet Nov 19 Ord Nov 19
JONES, DANIEL, Port Talbot, Glam, Grocer Aberavon Pet Nov 9 Ord Nov 20
LYONS, HARRY, Penyrynis, Merthyr Tydfil, Furniture Dealer Merthyr Tydfil Pet Nov 16 Ord Nov 19
MEAGHER, WILLIAM PATRICK, Howick, nr Preston, Accountant Preston Pet Nov 21 Ord Nov 21
PECK, WILLIAM JAMES, East Dulwich High Court Pet Nov 3 Ord Nov 21
PODD, ROBERT JAMES, Aldeburgh on Sea, Suffolk, Tailor Ipswich Pet Nov 20 Ord Nov 20
SEIMONS, JOSEPH, Carlton ter, Westbourne Park, Watch Maker High Court Pet Nov 17 Ord Nov 21
SMITH, HARRY SIDNEY, Brighton, Cycle Agent Brighton Pet Nov 19 Ord Nov 20
SNEPP, MAITLAND EDWARD, Lyneham, Wilts Swindon Pet Sept 21 Ord Nov 20

SPARKS, EDWIN, Norwich, Cycle Agent Norwich Pet Nov 19 Ord Nov 19
STEVENSON, PERCY, Camden Town, Grocer High Court Pet Nov 21 Ord Nov 21
WARD, ARTHUR, Ashford, Kent, Tailor Canterbury Pet Oct 22 Ord Nov 21
WARNER, FRANK, Leamington, Warwick, Draper Warwick Pet Nov 14 Ord Nov 21
WATERMAN, WILLIAM HENRY, Cullum st, Fenchurch st, Architect High Court Pet Sept 18 Ord Nov 20
WELSH, EDWARD, Thornaby on Tees, Yorks, Undertaker Stockton on Tees Pet Nov 20 Ord Nov 20
WHITEHOUSE, ALBERT EDMUND, Queen's Park, Manchester, Commission Agent Manchester Pet Nov 21 Ord Nov 21
WHITWORTH, WILLIAM ERNEST, Westville, Facit, Lancs, Manufacturer Manchester Pet Oct 2 Ord Nov 19
WILKINSON, BENJAMIN, Nelson, Lancs, Weaver Burnley Pet Nov 19 Ord Nov 19
WILLIAMS, WILLIAM, New Tredegar, Mon, Collier Tredegar Pet Nov 21 Ord Nov 21
WRIGHT, JOSEPH, Leeds, Coal Hawker Leeds Pet Nov 19 Ord Nov 19